DOCUMENT RESUME

ED 104 270 HE 006 394

AUTHOR	Reuben, Elaine, Ed.; Hoffmann, Leonore, Ed.
TITLE	"Unladylike and Unprofessional": Academic Women and Academic Unions. First Edition.
INSTITUTION	Modern Language Association of America, New York, N. Y. Commission on the Status of Women.
PUB DATE	Jan 75
NOTE	65p.
AVAILABLE FROM	MLA Commission on the Status of Women, MLA, 62 Fifth Avenue, New York, New York 10011 ($2.00)
EDRS PRICE	MF-$0.76 HC-$3.32 PLUS POSTAGE
DESCRIPTORS	*Collective Bargaining; *Collective Negotiation; *Females; *Higher Education; Unions; *Women Professors
IDENTIFIERS	City University of New York; Michigan; *Oakland University

ABSTRACT

This pamphlet deals with the professional concerns of academic women. Topics of articles cover: definition of terms in collective bargaining; faculty women at the bargaining table; women faculty and the union at Oakland University; folk wisdom of collective bargaining in Michigan; maintaining balance in a collective agreement; unions, politics, and reality; peer judgment and the rule of confidentiality; advantages and disadvantages of women in the union; a history of the CUNY women's movement; and reflections about women and faculty unions. (MJM)

FIRST EDITION
January, 1975

$2.00

Edited by Elaine Reuben and Leonore Hoffmann for the MLA Commission on the Status of Women

ED104270

"Unladylike and Unprofessional": Academic Women and Academic Unions

A Note to the Reader

"Unladylike and Unprofessional": Academic Women and Academic Unions is the second pamphlet in a series of pamphlets dealing with the professional concerns of academic women published by the Modern Language Association Commission on the Status of Women in the Profession.

Readers may also be interested in the Commission's first pamphlet, Academic Women, Sex Discrimination and the Law (rev. ed. January, 1975).

Both are available through May, 1975, from:

Joan Hartman, Co-Chairperson
MLA Commission on the Status of Women
T-21, Staten Island Community College, CUNY
New York, N.Y. 10301

After May, 1975, write to:

MLA Commission on the Status of Women
Modern Language Association
62 Fifth Avenue
New York, N.Y. 10011

Price:
$2.00 (Academic Women and Academic Unions)
$1.00 (Academic Women, Sex Discrimination and the Law)
Bulk rates available upon request

TABLE OF CONTENTS

Preface	*ELAINE REUBEN* MLA Commission on the Status of Women in the Profession	1.
Introduction	*LENORE HOFFMAN* Youngstown State University	iv.
Definition of Terms in Collective Bargaining	*GOODWIN SCHAEFER* University of Wisconsin Teaching Assistant Association	1.
Faculty Women at the Bargaining Table	*GEORGINA M. SMITH* Rutgers Institute of Management and Labor Relations	3.
Women Faculty and the Union at Oakland University	*HELEN SCHWARTZ* Oakland University	10.
Folk Wisdom of Collective Bargaining in Michigan	*NADEAN BISHOP* Eastern Michigan University	13.
Bill My Abortion as a Prostatectomy, Doctor	*JEAN WEAVER* University of Rhode Island	15.
How Not to Sell Out: Maintaing Balance in a Collective Agreement	*MARILYN L. WILLIAMSON* Wayne State University	16.
Unions, Politics and Reality	*JAMES E. DALE* Youngstown State University	20.
Peer Judgment and the Rule of Confidentiality	*CLAUDE CAMPBELL* Staten Island Community College/ CUNY	22.
Women and Unions: Pluses and Minuses	*CHARLOTTE CROMAN* Borough of Manhattan Community College/CUNY	28.
Women in a Corner: A Short History of the CUNY Women's Movement	*FRANCES BARASCH* Baruch College/CUNY	31.
Some Gains: More Ground to Cover	*ARLENE J. CREWDSON* Mayfair College/Chicago City College	36.
The Three R's: Reminiscences, Reflections and Reservations About Women and Faculty Unions	*BARBARA TAYLOR DESMARAIS* University of Arkansas/Fayetteville	38.
Appendix: Some Figures, Facts and Further References		42.

PREFACE

I.

"Unladylike and Unprofessional": Academic Women and Academic Unions is the second pamphlet in a series dealing with the professional concerns of academic women published by the Modern Language Association Commission on the Status of Women in the Profession.

The first, *Academic Women, Sex Discrimination and the Law*, is an action handbook. It outlines the various legal resources available to women who have experienced discrimination, and suggests strategies for groups organized to confrount sexism in higher education.

The 1973 edition of the handbook noted:

> Although we are not in this pamphlet discussing collective bargaining we are aware of the possibilities it offers and wish to point out that women are becoming increasingly active in unions on their campuses; collective bargaining offers women yet another way to begin to effect institutional change.

We still believe, to put it simply, that collective bargaining is, or can be, an effective means of remedying past inequities and providing guarantees against discrimination. Thus our decision to prepare this second pamphlet.

A recent edition of the *American Federation of Teachers Negotiating Manual* makes the point at greater length:

> ... federal laws, guidelines and regulations, as well as state fair employment practice laws and regulations, prohibit virtually all the inequitable practices we seek to eliminate. Despite this array of laws, regulations and guidelines covering teachers and educational institutions, however, we must write further guarantees against discrimination and remedies for past inequities into our contracts to insure that we are protected. Using the enforcement procedures of HEW and the complaint procedures of the EEOC and Department of Labor means lengthy proceedings, if not court trials. In many cases, enforcement agencies have a backlog of cases. Clear contract language, supported by binding arbitration, is a far more expeditious route.

"The law is not bargainable," the manual goes on to insist. Bargaining efforts should begin with the law and negotiate up from it, not only because such a procedure is just but because the union is itself held liable, under the law, for acquiescing in discriminatory policies and procedures.

Our primary concern in preparing this pamphlet was to present the experiences of women involved in academic unions, and to report on efforts to use the machinery of collective bargaining to make gains for women. We hope that these essays will help "demystify" the nature of union activity for those who have not experienced it, and provide a useful sharing of information for women already involved.

For if the mechanisms of collective bargaining are potentially more direct than those associated with affirmative action orders and anti-discrimination legislation, the politics of collective bargaining are potentially far more complex. It is no longer necessarily radical to support the idea of collective bargaining on the campus, while the reality of the union movement continues to provoke conflict and confusion among and between academics, particularly female academics.

II.

Collective bargaining mechanisms can and should be used to make the demands most women have come to agree are basic: equal pay and fringe benefits, appropriate medical insurance and care, maternity and parental leaves, day-care, clear and equitable standards for access to grants, supportive services, extra earning opportunities, promotion and tenure. In theory a collective bargaining agreement could incorporate all aspects of affirmative action planning.

Collective bargaining is not a synonym for affirmative action, however. As the essays in this pamphlet make clear, "women's demands" will be incorporated in collective bargaining agreements only if faculty women as a group make those demands -- in the union, on the campus, and with the leverage of caucuses, coalitions and organizations that can provide political pressure from outside both.

Collective bargaining is not equivalent to affirmative action either in that it involves a range of issues in addition to those in which faculty women, as a group, have a clear and particular interest.

On the basic issue of whether a campus should engage in collective bargaining, faculty attitudes tend to be pro-union in inverse relation to the prestige of their institution. Women faculty in universities are, however, somewhat more interested in unions than their male colleagues, presumably because they lack access to the traditional modes of faculty governance. Women faculty in four-year and two-year colleges, while still more pro-union than women in universities, are, on the other hand, less likely than their male colleagues to support the idea of collective bargaining, presumably because they have been able to achieve some measure of status and power within existing mechanisms. (And faculty in English and the modern languages are more likely than faculty overall to support the idea of collective bargaining, again, one presumes, because our disciplines are more vulnerable within the educational institution.)

The decision to engage in collective bargaining will involve decisions about the definition of the bargaining unit. In statewise systems women would, it seems, have more collective bargaining power if the unit is established system-wide, yet the more prestigious central campuses are likely to lobby for separate units. Similarly, whatever the unit, women will have greater numbers to measure for their particular demands if academic and support personnel are included with faculty in defining those bargained for; women faculty may be torn between their interests as women and their status as faculty.

Collective bargaining agreements can deal with or decide to ignore the nature of the tenure system and the nature of part-time employment on a campus. Both affect women as a class, but women do not necessarily agree on whether or how to deal with such issues in collective bargaining. Nor is it yet clear that women, as a group, will support collective bargaining as a basically "bread-and-butter" enterprise or work for its development as the essential mechanism for institutional governance.

III.

Whatever choices are made about collective bargaining in higher education will affect faculty women and our students. We simply cannot afford to be absent, uninformed or silent.

Fortunately or fortuitously, the growing interest in collective bargaining on the campus coincides not only with the end of a period of academic expansion but also with the beginnings of the women's movement. Faculty women have had the experience, in recent years, of collective actions in their own behalf, and, though perhaps in lesser degree, of confrontations with those who exercise institutional power. Similar action and confrontation, with and within unions, may be the next and necessary step.

Who knows? Having learned already to be "unladylike and unprofessional," faculty women may, in fact, be able to lead the way for "gentlemen and scholars."

IV.

In addition to our contributors here, most of whom responded to a call for papers made through the networks of the MLA Commission on the Status of Women and the Women's Caucus for the Modern Languages, thanks and acknowledgement are due to all those on the Commission, in the Caucus and in Madison and Youngstown who made suggestions, offered comments and provided support for this project. This pamphlet is a first statement on a complex topic; we would welcome reader response.

Elaine Reuben
Madison, Wisconsin
December, 1974

INTRODUCTION

Scholarly articles on collective bargaining in higher education are proliferating, but little has been done on the particular relationship of women to collective bargaining in higher education. The purpose of this pamphlet is to assist academic women in the formulation of demands, warn them of dangers, advise them of strategies, and encourage them to persist. Rather than presenting theories or statistics the articles are primarily personal accounts of experiences with unions.

Working on this pamphlet with Elaine Reuben has been a learning process. I have discovered that there is a network of feminist academic women interested in unions, some of whom are actively involved; others, on the verge. One woman put me in touch with other women and I, in turn, shared with her names of women I had talked to. I learned that activist women academics are out there, that they want to work in unions, that they are eager to hear what other women are doing and to share their experiences. I am also impressed by the fact that academic women are no longer willing "to suffer and be still." Significant numbers of women are no longer intimidated by the epithets, "unladylike and unprofessional." To protest the loss of seniority because of a maternity leave is not "unladylike" and to want salary parity with men is not "unprofessional." Women are rejecting the myth that a woman's job is, by definition, less significant than a man's and are proving through their activism in unions that they take pride in their work.

Although we never intended to make an exhaustive and comprehensive survey of academic women and unions, it so happened that the three major bargaining agents are represented in the articles: NEA, AFT and AAUP. As well as hearing from women, we hear also from men. A two-year college is represented as well as universities. Unfortunately, we have reports from only public institutions, none from private schools which may have separate problems.

A general conclusion which most of the writers draw is that collective bargaining is the best avenue for change for women in higher education. Other generalizations appear often enough, however, to seem significant. The first is that unions work primarily for the interests of the majority and are not prone to support the interests of a minority; second, that unions are male-dominated, as are administrative structures; third, because of these two realities, women need to organize themselves outside of the union as well as inside to press for their demands; fourth, that the special nature of academic unions leads to special problems, such as inter-faculty conflict; and fifth, that conflicts over values and priorities cut across sex lines.

One issue central to women appears in the pamphlet only peripherally. That is the issue of part-time employment. Should unions represent part-time workers, many of whom are women? On the one hand, part-timers may weaken the bargaining position of full-timers. On the other hand, part-timers are often qualified women who also need union support. We will all be learning more about this dilemma as time goes on.

This pamphlet is organized around three emphases: optimism based on the actual experience of what unions have done; reservations created by the reality of unions and the nature of the academic situation; and political strategies needed to accomplish certain goals. Although many of the articles discuss all three, there is generally a focus on one of them.

The introductory piece by Goodwin Schaefer defines issues which will be developed in the following articles, such as the degree of power the union leadership has vis-a-vis its own members and vis-a-vis the administration. Generally, the article defines concepts central to an understanding of collective bargaining. The following two

articles, "Faculty Women at the Bargaining Table" by Georgina Smith, an economist, and "Women Faculty and the Union at Oakland University" by Helen Schwartz are experiences, primarily positive, of women working within unions. Smith describes the process at Rutgers whereby the salary inequities within rank were remedied, a procedure which was then incorporated into the three-year contract. Schwartz develops three different gains for women in her union: adjustment of salary inequities, a fairer deal in sabbatical leaves for a few women faculty, and leadership training through union activities. Both Smith and Schwartz attribute these gains to the determined and persistent effort of women both within the union leadership and among women members.

Separating the generally optimistic accounts of what unions can do for women from those reports which contain certain reservations or warning concerning the political realities of unions are two shorter pieces focusing on specific demands. Nadean Bishop's "folk wisdom" is that unless a specific issue is incorporated in the contract, the union is powerless to act on behalf of the grievant; i.e., women must do their homework and their politicking before the contract is finally signed. Jean Weaver in "Bill My Abortion as a Prostatectomy, Doctor" suggests, half-ironically, certain solutions to discrimination in health benefits.

Women may make demands, but the unions may not always meet them. To recognize the realities of unions is to recognize their limitations as well as their possibilities. Academics, unused to bargaining collectively or, perhaps, to bargaining at all, may assume that a union will automatically take care of all their needs. Marilyn Williamson, in "How Not to Sell Out: Maintaining Balance in a Collective Agreement," warns faculty not to sacrifice instructional services and research facilities to gain salary increases. In "Unions, Politics, and Reality," James Dale notes that inter-faculty conflict can be resolved by the union's support of only those members whose contractual rights have been violated. Claude Campbell's article "Peer Judgment and the Rule of Confidentiality," illustrates Dale's contention that shared decision-making may result in inter-faculty conflict. He observes that to avoid this possibility the rule of confidentiality within committees is followed. This rule in itself allows for discrimination against women because biased reasons for decisions never have to be made public. Also writing about the massive CUNY system, Charlotte Croman in "Women and Unions" recognizes the gains unions have made but also their limitations. Because unions are "philosophically close to the ground," reluctant to spend their energies on what they perceive as esoteric cases, she questions whether the grievance process is, ultimately, the answer for women.

Moving from the realities into some political strategies for meeting these realities, Frances Barasch's "Women in a Corner" illustrates a political trade-off: she would write a column attracting women into the union in return for influence for women's rights within the union. Another political pressure which Barasch describes, a coalition of women, was effective in Arlene Crewdson's struggle to retain her seniority rights despite her maternity leave. In the last article, "The Three R's: Reminiscences, Reflections and Reservations About Women and Faculty Unions," Barbara Desmarais, without forsaking the idea of the traditional union structure for academics, opens up new possibilities for academic union women. CLUW, Coalition of Labor Union Women, unites women in all areas of work. Not only can academic women join forces with other working women but also, by overcoming the professional elitism which has impeded union organization among academics, they can lead the way to a union of all workers in an institution, from the parking lot attendants and cafeteria workers to full professors.

Women's involvement in collective bargaining, whether the women be academics or trade union members, indicates women's desire to use power effectively. Collective bargaining, which has the force of law behind it, tends to be more powerful than

either individual efforts or unorganized group bargaining. Several authors in this pamphlet certainly attest to the impact of union strength on administrations. But the power alignments are not simply between employees and employers, as Dale notes. There may be power struggles among faculty and between sexes within the union itself. Without power women cannot liberate themselves from job discrimination, but we do not want, or at least I do not want, to surrender to traditional notions of power. Can we, as women, use power in a different sort of way? To distinguish between two uses of power, I quote from the description of the December, 1974 MLA Forum, Women, Literature, and Power, sponsored by the Commission on the Status of Women in the Profession:*

> ... the freeing, or liberating, use of power as opposed to the dominating, or constraining use of power. In the first sense, power is an expansive quantity which grows as people learn how to use it; in the second sense, power is a finite quantity so that as one person gains it another person must necessarily lose it. If one's model is finite power, one fears the person acquiring power; if one's model is expansive power one is willing to set other people in motion without attempting to control them. The metaphor is the gatekeeper (finite model) versus the person who unlocks the door (expansive model).

Moving "upward" into leadership connotes finite power, the ascendancy of one person over another. As women enter the traditional power organizations, hopefully we can transform their use of power. If a union is not to become simply another tyrant over faculty (as many faculty have expressed the fear that they may be exchanging one form of dictatorship for another) then they must change their use of power to make it creative and expansive. Unions can help women, but women can also help unions. We can be a force for change.

Leonore Hoffmann
Youngstown State University

---

* This description is taken from the July, 1974, issue of *Concerns*, the newsletter of the Women's Caucus for the Modern Languages.

COLLECTIVE BARGAINING DEFINITIONS OF TERMS

Goodwin Schaefer
University of Wisconsin
Teaching Assistant Association

1. What is a union?

A union is an organization composed of people employed in similar or related types of work who join together in order to protect and promote their common interests. These interests can be defined as narrowly or as broadly as the union desires. A recognized union is protected by law. The National Labor Relations Act protects unions in private institutions. In public institutions unions are protected only if there is no law prohibiting collective bargaining between employees and the instrumentality of the state. In Ohio, for example, there is no law prohibiting collective bargaining for public employees; however, there is a law prohibiting public employees from striking. On the other hand, Michigan and Pennsylvania, for example, have "model legislation" authorizing collective bargaining in the public sector.

2. How is a collective bargaining agent chosen?

A collective bargaining agent is chosen by the employees. In most collective bargaining elections the first ballot decides whether the employees want to engage in collective bargaining at all. The second election choose a bargaining agent. Some of the unions which act as bargaining agents for higher education are the American Federation of Teachers, affiliated with the AFL-CIO, the National Education Association, and the American Association of University Professors.

Once a bargaining agent has been chosen the administration must bargain with this group, which has exclusive bargaining rights. The administration must turn over to this agent all information needed for intelligent bargaining, such as salary schedules. In most states the salaries of public employees must be open to inspection by the public.

The bargaining agent is required by law to represent all its members without discrimination.

3. What is collective bargaining?

Collective bargaining is a system of negotiation whereby representatives of the union bargain with representatives of management for a contract which will be legally binding upon both parties. How much power the bargainers have to make formal agreements with management without ratification by union members depends upon by-laws of the union. The bargainers may have a great deal of power to make such agreements, or on the other hand the union constitution may require all formal agreements to be ratified by the membership.

4. Who bargains with whom?

The way in which the union bargaining team is chosen varies. The bargainers may be union members who volunteer for the position, they may be members elected by the membership, or they may be "professional" bargainers paid by the union. "Management" is the employer of the people who make up the union. In a college or university situation, it is not always clear who should be considered the faculty's "employer." It is safe to say, however, that any persons or groups who control funds upon which the faculty is dependent (salaries, instructional budgets, departmental funds) are in some capacity the faculty's employer. These groups may include administration, regents and the state legislature.

5. How is the contract enforced?

The contract is enforced through a grievance procedure, the mechanics of which are laid out in the contract. Usually, a system of appeals is set up, culminating in a hearing before a professional arbitrator, a third party who is supposedly impartial and has no business connections with either union or management. A union member or, in some cases, anyone covered by the contract, may grieve any issue or action which he or she feels involves a breach of the contract. Since most contracts include a clause guaranteeing "fair and equitable treatment," grievable cases may cover a considerable range of potential inequities.

The language of the grievance often has much to do with its success. Experienced help is needed to prepare the grievance.

6. Whom does the contract cover?

The contract covers whatever groups are included in the "scope" clause. These might be only the faculty, or the faculty and teaching staff, or any other groups whom the union considers itself to represent.

In a "closed shop" situation, all persons who are to be covered by the contract must join the union. In an "open shop," the contract covers all groups who have decided by majority vote that the union will represent them in collective bargaining. In this case, there may be individuals covered by the contract who are not members of the union. Most educational unions are open shop.

7. How can unions be used to protect women's rights and promote women's causes?

Special-interest groups within unions often organize themselves into sub-groups called "caucuses." AFT already has a national Women's Caucus; women can also organize caucuses within their locals. Such caucuses concentrate on the promotion of demands and policies specific to women's interests.

It is important that a women's caucus in ist that clauses guaranteeing women's rights and serving women's needs be included in the contract. Many problems can be solved through a strong anti-discrimination clause. Other possible demands are day-care facilities, maternity/paternity leave, open files, etc. The women's caucus may also have to fight sexism within the union itself; for instance, insisting that the union leadership include women and place women's issues among its contract priorities.

8. Craft vs. industrial unionism

There is a long-standing debate in labor on this subject. "Craft" unions represent workers who do the same type of job (such as metal working), and may have locals within several different factories and industries. "Industrial" unions, on the other hand, unite all workers within a given industry, regardless of their specific jobs. An example is the UAW, which includes all workers who participate in the process of making automobiles.

This question is important for educational unions as well. The trend so far has been toward craft unionism: unions, for instance, that represent all K-12 teachers in a given area, but do not include other workers who keep the schools running, such as secretaries and janitors. Unions which represent only faculty are the most common at the university level as well, but some organizers believe it is important to look toward industrial unionism the university. Such a union would include TA's, readers, secretaries, maintenance workers, food service workers, etc., as well as faculty. There are some advantages to the industrial union approach for university faculties, since a faculty strike would have no immediate economic effect on the university, as does a strike of workers in a plant or a store. Also, industrial unionism promotes solidarity among workers at the same institution, whereas craft unions tend to cause internal division which management can turn to its own advantage.

FACULTY WOMEN AT THE BARGAINING TABLE*

Georgina M. Smith
Rutgers Institute of Management
and Labor Relations

Several social forces are converging at present to make collective bargaining a new and powerful vehicle for remedying sex discrimination on campus. The growing acceptance of collective bargaining in higher education, the increasing strength of feminist organizations on and off campus, and the recent spate of federal antidiscrimination laws -- three independent, but mutually reinforcing phenomena -- make this the best time in history for women at the bargaining table.

This paper will briefly trace each phenomenon, emphasizing its relevance for faculty women, and then will offer a practical example -- the successful use of collective bargaining to remedy pay inequities against women professors at Rutgers University.

Collective Bargaining on Campus

Although collective bargaining has had a long history in public elementary and secondary schools and is well established in two-year colleges, it arrived relatively recently in four-year colleges and universities. The first recognition of a faculty bargaining agent in a four-year institution occurred at the U.S. Merchant Marine Academy in 1967.[1] AAUP committed itself to collective bargaining as "a major additional way of realizing Association goals" only in April, 1972, after years of tentative acceptance. One year later, the Association was the bargaining agent for seventeen four-year institutions and three two-year schools.[2]

In the past, however, collective bargaining alone has not insured equal employment treatment for women. Historically, unions in private industry have tended to accept the social climate as given, and the place of women and minorities at the bargaining table was far below the salt. In fact, until the mid-1960's, much of society's prejudiced labor market behavior was actually codified in collective bargaining contracts -- which provided, for example, separate lines of seniority for women, so that cutbacks in employment affected senior women long before they affected junior men. Students of industrial relations concluded that women have not utilized the collective bargaining process to any significant degree in order to secure, maintain, or enhance their economic position.[3]

The added new ingredients which augur well for the future, however, are the other two social forces developing concurrently with faculty bargaining: the growing strength of feminist organizations on and off campus, and the expansion and enforcement of antidiscrimination law.

---

1. James P. Begin, "Faculty Bargaining: Historical Overview and Current Situation," *New Jersey Public Employer-Employee Relations*, Bulletin No. 14, Institute of Management and Labor Relations, Rutgers University, June, 1973, p. 1.
2. See "The Fifty-Ninth Annual Meeting," *AAUP Bulletin*, 58 (Summer, 1972), p. 135, and Begin, *loc. cit.*, p. 2.
3. Alice H. Cook, *Women and American Trade Unions*, Reprint Series 237 (Ithaca, N.Y.: N.Y. State School of Industrial and Labor Relations, Cornell University, 1968). There are, however, recent signs of change. During 1972, women's conferences were held by several national and international unions and by state labor organizations. All advocated more attention to job and union progress for women and to contract provisions which would serve women's needs.

* Reprinted from the *AAUP Bulletin*, Vol. 59, No. 4, December, 1973.

The Growth of Feminist Organizations

Beginning with the inauguration of the National Organization for Women (NOW) in the mid-1960's, women on and off campus have been discovering their common grievances and their potential for organized strength. From a handful of headline makers, women's organizations have grown to include literally tens of thousands of women, and a score of organizations with objectives which range from changing individual attitudes to revamping and implementing law.

It was natural that an expression of the women's movement should appear early in the academic world with its devotion to objective scrutiny of social institutions. Today, most campuses have at least one organization pressing for reexamination of traditional education and employment practices involving women.

Many of the first demands of caucuses of college women proved to be topics which have long been the material of collective bargaining: demands for equal pay, equal work loads, equal access to support services, and equality in promotion opportunity, fringe benefits, and job security. Since organized and articulate strength is the first requirement for converting bargaining demands into reality, faculty women are already well prepared to insure attention to their interests in negotiations.

Within AAUP, the revival of Committee W in 1970 provided a potential focal point for such efforts. In many schools, therefore, Committee W may serve as a nucleus for further organization of women faculty, and for channeling to the bargaining table demands backed by organized strength.

Federal Antidiscrimination Law

The major antidiscrimination laws of the 1960's did not apply to women professors. Women in executive, professional, and administrative jobs were specifically excluded from the Equal Pay Act of 1963. All public employees and faculty of private educational institutions were specifically excluded from the Equal Opportunity Act of 1964. Until 1970, the woman professor who knew she was being short-changed could expect nothing but sympathy from the federal and state agencies and the courts.

It was no accident, therefore, that it was a woman professor who uncovered an obscure amendment barring sex discrimination, attached to an Executive Order which initially forbade other types of discrimination by federal contractors.[4] Working through the Women's Equity Action League (WEAL), Dr. Bernice Sandler filed a class complaint of sex discrimination in early 1970 against all public and private colleges and universities which were federal contractors. Since then, similar charges have been filed by individuals and groups specifically naming several hundred institutions.

In 1972, in response to increasing pressure and publicity, there were three other major legislative developments. In March, the Equal Employment Opportunity Act of 1972 extended coverage of the Civil Rights Act of 1964 to women in educational institutions and to employees of state and local government, and gave the Equal Employment Opportunity Commission (EEOC) the power to sue in their behalf. A month later, EEOC issued new guidelines on sex discrimination, specifically forbidding discrimination against women in advertising of vacancies, recruiting, pre-employment inquiries, and all fringe benefits.[5]

---

4. Executive Order 11246, (September 24, 1965) as amended by Executive Order 11375, (October 13, 1967, effective one year later).

5. The guidelines state that equal benefits and equal access to benefits must be provided for both sexes, and that alleged differences in the cost of such benefits will not be accepted as a defense.' The guidelines also require provision of maternity leave on the same basis as leave provided for temporary disability. *Federal Register*, Vol. 37, No. 66, Wednesday, April 5, 1972, pp. 6835-6837.

In June, 1972, Title IX of the Education Amendments of 1972 prohibited discrimination against female students in admission and services, and, by implication, forbade employment discrimination.[6] Moreover, this act carried a rider amending the Equal Pay Act of 1963 to extend coverage to women professionals.

At the bargaining table, the value of this legislation to women is enormous. Both the Executive Order and the three laws cover unions as well as employers. Charges may be filed not only against an employer who discriminates, but also against a union which seeks or tacitly consents to discriminatory treatment of its women members. Hence, a faculty bargaining agent which enters into a contract which is overtly or covertly discriminatory toward women may find itself the target of charges before a federal agency -- possibly followed by a law suit asking punitive damages.

At the Bargaining Table: A Case History

With the legal framework newly in place, and the current growth of both faculty negotiation and the organization of women, the problem still remains of practical application: How to channel these forces to the bargaining table? While undoubtedly there are many possible approaches, a case history may provide a useful illustration.

In the fall of 1972, the Rutgers Council of AAUP Chapters, representing 3,600 faculty members and graduate assistants (the largest AAUP bargaining unit in the country), successfully negotiated a procedure for remedying pay discrepancies within rank and for revision of maternity and nepotism policy. A step-by-step account of the process follows.

Before bargaining began, a series of events had brought women's grievances to faculty attention. Rutgers had been among the 100 colleges and universities specifically named by WEAL in class actions in early 1970. In January, 1971, the administration had appointed an affirmative action officer to examine the University's employment record in dealing with women and minorities, and to help develop new policy. In February, an HEW investigator had visited the University to requisition employment records.

In the wake of these events, women's organizations sprang up in a number of colleges, the University Senate appointed an *ad hoc* committee on the status of women, and the New Jersey Chapter of WEAL was organized with faculty women heavily represented among its members and officers. Additionally, the first grievances involving allegations of the nonreappointment or underpayment of women were filed by AAUP. By the summer of 1971, studies made in several divisions and departments were being circulated, indicating conditions which later proved common in all colleges and universities: Rutgers women were concentrated in the nontenured ranks, received lower average salaries within rank than men with similar experience, rarely headed departments or served on powerful University committees, and were treated disadvantageously by retirement and disability plans. University officials responded with expressions of grave concern, urging deans, directors, and department chairmen to avoid discrimination in recruiting, hiring, and promotions. In the view of women faculty, the sentiments expressed were praiseworthy, but their practical effect was well-nigh invisible.

Against this background, AAUP's first moves on behalf of women faculty were relatively minor. In its first contract, covering the 1970-1972 period, AAUP negotiated an article forbidding sex discrimination in appointments and promotions. In addition, two paragraphs among the salary provisions of the contract stated an intent to correct sex-biased inequities in rank and pay.

---

6. Although modelled on Title VI of the Civil Rights Act of 1964, Title IX differs by a significant omission: it does not exempt employment practices from coverage.

In the spring of 1971, the Rutgers AAUP also announced the inauguration of a Committee W, and made efforts to recruit women candidates for other important committees, with special attention to Committee A (which, under collective bargaining, became the grievance committee) and Committee Z (which directs attention to salaries and fringe benefits).

Committee W was activated in September, 1971, under the chairmanship of Dr. Noemie Koller, a woman physicist who thereby became a member of the Rutgers AAUP Executive Council. In membership, the committee was predominantly female and represented the three campuses of the University -- at New Brunswick, Newark, and Camden. Parenthetically, at approximately the same time Committee W organized, the University Senate chose to extend the life of its *ad hoc* committee on woman, but received the preliminary recommendations of that committee with smug and humorous comment.

At its initial meeting, Committee W decided to direct major emphasis at remedying pay inequities against women. In addition, it agreed to examine other areas of University practice and policy which had a discriminatory impact on women, and to monitor the progress of grievances filed by women. As a result, several items relating to women appeared on the bargaining table when negotiations opened for the 1972 contract. Highest priority among these was given to a demand for correction of pay inequities. Other bargaining issues included paid maternity leave, a revision of nepotism policy, and the establishment of day-care centers.

Committee W next tackled the problem of estimating the cost of remedying pay inequities -- a problem on which the University had a full-time administrator working for the past ten months, without apparent result. On the basis of studies previously done by women in various departments and divisions of the University, Dr. Koller estimated that roughly $250,000 would be required merely to correct existing pay discrimination within rank. Retroactivity and compensation for slower promotion would approximately quadruple that sum. These estimates were approved at a general membership meeting of AAUP and were carried to the bargaining table.

In order to firm up the rough estimates, however, much better data were needed. The University's personnel records proved to be out-of-date, decentralized, and of dubious accuracy.[7] Therefore, Committee W designed a survey form to collect data on pay, qualifications, and personal characteristics of all faculty members. Through negotiation, the administration agreed to circulate the form to department chairmen, urging their cooperation, and to permit representatives of Committee W to analyze the results. Dr. Koller and Dr. Michael Taussig, an economist, undertook the design and analysis of the survey.

In the spring of 1972, as it became apparent that bargaining would be extremely hard, University resources slim, and state purse strings tight, Committee W asked for and received representation at the bargaining table in order to press its demands more forcefully. Several weeks later the administration divulged at the bargaining table that the University had requested and received from the state an appropriation of approximately $190,000 to remedy all inequities against women and minority groups. A brief summary of the administration's method of arriving at this figure was presented at the bargaining table and the proposed method of distribution was outlined. AAUP protested that the sum was too small (actually only about $125,000 was meant for

---

7. This situation was not peculiar to Rutgers. Many of HEW's early threats to withhold funds to universities throughout the country were based on the institutions' inability to provide the personnel information necessary to demonstrate either the existence or nonexistence of discrimination. See "Columbia Warned on Job Bias Plan," *New York Times*, February 12, 1972, p. 1.

distribution to women), that the calculations were based on inaccurate data, and that a distribution method devised and controlled unilaterally by the University would not be acceptable. In an apparent attempt to bypass bargaining, the administration then scheduled a series of public meetings at each of the three main campuses to explain and discuss its plan. AAUP contacted women's organizations at each campus, outlined AAUP objections, and urged women to attend and give their views. At each of the three sessions, the consensus reinforced the AAUP position.

Meanwhile, campus attitudes had changed visibly during the 1971-72 school year as the unity and determination of women became increasingly obvious. At the opening of the school year, in many colleges and departments, questions and comments by women faculty members on sex discrimination had been greeted by the predominantly male audience with impatience, amused condescension, or even fierce opposition. By the end of the year, the audience had become respectful and, in some case, supportive. The Senate Ad Hoc Committee on the Status of Women submitted its final report in May with a series of far-reaching recommendations regarding review of salary, promotion procedures, and personnel practices as they affect women. The Senate listened gravely and accepted the report unanimously. Meanwhile, the administration, through its affirmative action officer, had instituted procedures which required deans and directors to document their attempts to recruit women. Two women professors were asked by one college to serve as marshalls for its 1972 commencement ceremonies, the first time any woman had been so honored. Both refused on the grounds that the offer constituted tokenism.

Against this background, multivariate regression analysis of survey data on pay and qualifications was completed by Dr. Taussig and Dr. Koller. Conservatively estimated, the dollar cost of remedying present inequities within rank, according to Dr. Taussig's results, would average about $500 per woman, or about $250,000 for the 500 faculty women, the same sum arrived at by rough estimate earlier. Dr. Koller's work yielded a list, by college and department, of the dollar differential between equally qualified men and women of the same rank.[8]

At a bargaining session shortly after this, the university agreed to accept the $250,000 figure as a reasonably accurate estimate of the cost of remedying current inequities within rank -- a substantial improvement over their initial offer. Methods for distributing the sum were thrashed out in subsequent negotiations. A three-step procedure was agreed upon. First, deans and directors received a printout listing all surveyed faculty members within their units. An asterisk indicated the women and minority males whose salary was one increment or more below the average for white male faculty with the same objective qualifications. They were asked to correct omissions, and then, in consultation with the department chairmen, to rate each individual on certain unquantifiable characteristics which affect salaries -- the quality of teaching and research, other scholarly activities, and service to the University and community. Following this, each dean indicated which of three remedies seemed appropriate: (a) no adjustment, (b) salary adjustment, and (c) salary adjustment and/or

---

8. In addition to sex and race, factors utilized in the study included degree, type of appointment (ten or twelve months, full-time or part-time), years of service with Rutgers, years since receipt of highest degree, number of professional articles and books published, and division and department of the university. A generalized version of the Rutgers procedure is being drafted in cooperation with the Washington Office of AAUP. Inquiries may be addressed to Margaret L. Rumbarger, Associate Secretary.

promotion -- with an explanation for a recommendation for "no adjustment." The dean's recommendations, ratings, and comments then were reviewed by an advisory committee consisting of four or five faculty members, including, especially, women and minority group members. The committee added written comments of agreement or disagreement to each individual recommendation. Neither the deans nor the review committee was asked to suggest a dollar amount of compensation.

Secondly, an administrative committee working with four faculty members named by AAUP reviewed each case individually, considering the ratings and comments of the dean, the comments of the advisory committee, and, finally and most importantly, the dollar estimate of the pay gap provided by the quantitative studies. This committee determined the individuals who will receive adjustment and the amount of the adjustment to be awarded. At this writing, its work had just been completed.

Finally, a shortcut on the usual grievance procedure was outlined for those who will not receive an adjustment or who feel that the remedy was inadequate. They may request a review directly from the senior vice-president for academic affairs. Should his decision prove unacceptable, they may resort to the contractual grievance procedure. It was further agreed that a follow-up survey will be conducted after salary adjustment is completed to estimate its effectiveness in closing the pay gap.

The procedure for remedying inequities was incorporated in the 1972-1975 contract between the AAUP and Rutgers in the following language:

> Within-rank salary inequities against women and minorities identified by the salary review of 1972-73 will be remedied effective July 1, 1972. When payments have been distributed, a follow-up survey will be conducted to assure that salary equity within ranks has been achieved, and to detect and remedy possible inequities in the distribution of rank. The procedure will parallel that instituted for the salary review of 1972-73.

Other gains for women made at the bargaining table during the past year included paid maternity leave and a revised nepotism policy. On maternity policy, the University's initial offer was simply to make an unpaid leave available to all pregnant women requesting it. AAUP remained adamant that leave must be paid. While bargaining was in process, the new EEOC guidelines were issued,[9] directing that maternity leave be treated for all job-related purposes as a temporary disability -- a development immediately cited by AAUP at the bargaining table. Subsequently, the administration agreed to accept AAUP's wording on this score.

With respect to nepotism, the University offered to drop past policies and practices limiting the appointment of family members, with the exception of those covering summer employment. AAUP protested that summer employment is often regarded as a plum by ten-month teaching faculty, and that rationing opportunity to one summer appointment per family would put faculty wives at a competitive disadvantage. After discussion, the administration agreed to drop the exemption of summer employment.

Meanwhile, the Rutgers Council of AAUP Chapters elected a woman president in the spring of 1972, and subsequently chose a woman to head the bargaining team which negotiated the current contract. In addition, a number of women with grievances have received strong, conscientious, and effective help from Committee A. At this writing, two have been promoted as the outcome of intervention by AAUP, both receiving substantial pay adjustments. A third was reinstated after termination and compensated for lost pay. Others are now at various steps of the grievance procedure. One unforeseen effect of women's grievances, incidentally, has been the education of male colleagues, who served as AAUP representatives, in the variety and pervasiveness of discriminatory practices.

---

9. *Loc. cit.*

Much, of course, remains to be done. Within-rank salary differentials constitute only a part of the dollar disadvantage felt by women faculty members. An initial appointment in a rank lower than that of a similarly qualified male, followed by slower promotions, taxes the faculty woman throughout her working life. Upon retirement, the inequity is compounded: since her lifetime earnings are smaller than those of a comparable man, her pension base is smaller. Then, many pension plans (including TIAA-CREF) add to the injury by paying her benefits at a lower monthly rate, on the rationale that women outlive men.[10] Clearly, women's issues will be a lively topic at the bargaining table for some time to come, at Rutgers and elsewhere.

With the new-found unity and determination now visible among women on and off campus, it is likely that faculty women will increasingly perceive the value of organization in the collective bargaining area as in all other political and social areas, and that bargaining agents will increasingly recognize their moral and legal obligations to represent the interests of their women members. Both developments, I hope, will see AAUP playing a major role.

10. This practice will probably meet growing opposition in the next few years. The EEOC guidelines, *op. cit.*, specifically state that retirement and pension systems may not differentiate on the basis of sex, adding that differences in the cost of such benefits for women will not constitute an acceptable defense under Title VII of the Civil Rights Act.

WOMEN FACULTY AND THE UNION AT OAKLAND UNIVERSITY

Helen Schwartz
Oakland University

From the beginning of unionization at Oakland University in 1970, I have been active in the AAUP -- as a member of the elected Bargaining Council (which defines and sets priorities for bargaining issues), on the Coordinating Committee during the strike, as Treasurer on the Executive Committee of the Oakland Chapter, and as a member of Committee W (concerned with matters related to women faculty). What follows is my personal evaluation of events at one university, but I believe many of the patterns emergent at Oakland -- advances toward salary parity, gains for predominantly female units within the faculty, and access to leadership -- might very well develop elsewhere.

In 1970, the faculty at Oakland University voted to make the American Association of University Professors (AAUP) their agent for collective bargaining. After prolonged negotiations and a bitter strike, the new contract was signed. A modified step system was established with minimum and mid-range salaries set by years in rank, and with provisions for school, departmental and individual merit factors. This salary system, basically unchanged in three contract negotiations, has been the single most important and tangible contribution unionization has made toward equality for women at Oakland. The application of this system has meant substantial and rapid steps toward parity in the salaries of men and women faculty. In an attempt to win an equitable salary structure for all faculty, the AAUP got a contract which improved the salaries of most women, often dramatically. (Since no salaries are public, I base my conclusions on the salary structure itself and my personal knowledge of individual cases.)

Some of the previous disparities were brought about not by genuine merit decisions, but by a variety of illegitimate or just plain chintzy motives. ("Married women represent a second income, so, like single women, they just don't need as much as men with families." "Since she's married and can't move, she'll take less.") But though the new salary structure provides for minima, there is potential for discrimination (of both kinds) according to individual merit factors within departments. However, the contract specifies that department members must choose the method by which such merit factors are assigned, And the Executive Committee of the AAUP has publicized the methods by which departments award merit. This has and will, I believe, lead to more departments using committees or the whole department to decide merit, rather than the chairman alone. And committees tend to have a less dramatic spread between high and low merit. Although this may lead to less recognition for true "merit," group decisions also discourage discriminatory practices -- at least in the age of Executive Orders and raised consciousness.

There are other important union gains which have proved especially beneficial to women, though none of these was championed as a women's cause. First, the Library faculty, largely women though the library administrators are mostly men, have wanted parity with other faculties. In the first contract, they came up in overall salaries (though they still have the lowest "school factor" in the university). But they work a twelve month rather than a ten month contract. Pro-rated for ten months, their salaries would be off the low end of the salary scale. Unlike other faculty, they have no chance for summer teaching and extra pay. Furthermore, though they have a twelve month work year, they are judged for promotion by the same kinds of professional standards applied to other faculty members. That is, they need the same kind of credentials for advancement, but as matters stood after the first contract, they had less time to provide them in since their summer "vacation" was two

weeks instead of two months. During the second year's contract negotiations, a suit was filed on behalf of the librarians with the Michigan Civil Rights Commission alleging that the union and the university had agreed to a contract (in the first year) which discriminated against the librarians by giving them different treatment with regard to work year, pay and the availability of summer employment. A primarily male university was charged with sex discrimination against a predominantly female faculty within the university. The arbitrator for the second contract refused to rule on the issue in the contract since the suit was still pending. Finally in the third year of negotiations, the suit was dropped since the issue was being brought to arbitration in the contract negotiations again. In the third contract, a compromise was reached. The librarians can now have every other summer for study by applying for a semester-long, paid study leave. In the year this contract provision was awarded through arbitration, one of the Bargaining Team members was a woman librarian and one woman was chief negotiator.

Although there are clear though complex elements of sex discrimination involved in this particular case, the union implications have to do more with the number of librarians (17 out of a faculty of 330) and the recentness of their acquiring faculty status than with their sex, I believe. A union which represents all of the faculty can usually only make limited gains for a minority of their membership unless the total membership considers the cause of the few as the strike issue of the many. Yet important gains have been won for the librarians, and they were won faster and awarded in a more enforceable form than through legal action alone. Crucial in these gains, however, was the sympathetic and determined leadership of the union, especially the three women members of the Bargaining Team.

In the second year, Committee W brought recommendations to the Bargaining Council, and two new provisions important to women were added to the contract: paid maternity leave and an anti-nepotism ruling. The first, however, was illegal to leave out and the second was already in effect *de facto*.

Another gain is the establishment of half-sabbaticals -- half-salary for one semester every three and a half years. These study leaves are available to junior faculty, which includes most of the women at the university. In 1973-74, only 25% of women faculty (fourteen out of fifty-six women) are tenured, in contrast to 58.4% tenured for male faculty (160 out of 274). Therefore, the gain of sabbatical leave for junior faculty is especially beneficial to women. For single women with high mobility, the half salary provision need not outweigh the advantages of a semester for professional studies. Such at least was my thinking as I applied for and was granted a half-sabbatical. For married women, the money may or may not be a more serious consideration. But when both husband and wife are eligible for sabbaticals, the half-sabbatical may mean more flexibility in synchronizing studies rather than one taking unpaid leave.

Finally, the union offers an avenue to leadership which is more accessible and democratic than that which the traditional university governance structure provides. New and especially untenured faculty can be recognized as leaders more quickly. At the very least, union functions provide other opportunities for involvement and recognition. This is especially advantageous to untenured women who are the majority of total women faculty (forty-two out of fifty-six). First, there are a number of grass roots functions fulfilled by grievance officers and information "cell group" leaders who are chosen or volunteer by departments, where they are known. However, these people work together with representatives from other departments. And the Bargaining Council is elected proportionate to tenured and untenured membership by schools, thus assuring significant participation by junior faculty. These representatives can

achieve university-wide "visibility" in the various forums provided by AAUP Committees and councils as well as all-faculty AAUP membership meetings. (There is no university-wide, all faculty group in the university governance structure.) In many of the regular school and university committees, however, membership is restricted to tenured faculty, is more likely to be filled by "old Oaks" or by those who are already sufficiently well known to be elected. Those selected for the Bargaining Team or elected to the AAUP Executive Committee can earn the confidence or at least the recognition of faculty which is necessary for election or appointment to posts within the university governance structure. This early and easy "visibility" helps women, particularly when there is some consciousness about including women at all levels of governance. The recently staffed University Senate committees, for example, have women on all but two (although those two committees are the most important of the lot).

My opinions on this last point are based on some statistics and some hunches. Of the ninety-seven members of the four Bargaining Councils, eighteen have been women. Although women comprise only 17% of the faculty, 18.6% of the Bargaining Council positions have been filled by women. For two years, a woman was chief negotiator of the five-person Bargaining Team, and in the third year two women, including a new chief negotiator, were Team members. To summarize, fifteen Team positions over three years, four have been filled by women (including one repeat appearance). That is, from 17% of the faculty have come 26.7% of the Bargaining Teams. In 1970 there were no women on the Executive Committee, then women filled the posts of secretary and treasurer in the next election, and in the most recent election the new president was the only woman to run for Executive Committee office (though others were asked to accept nominations). The case for achieving university recognition through AAUP service is a bit harder to make, at least for women.[1] I suspect my thesis is or will be true in several cases; I know it is true in my own. After my election to the Bargaining Council and to the Executive Committee, I was subsequently elected to replace a member of the college Executive Committee and then won a seat on the University Senate.

In conclusion, the union never has and never will be a champion of women's rights *per se*. AAUP Committee W has served a gadfly function, at best. And issues especially beneficial to women in general (as opposed to issues related to faculties which are primarily women) have never received high priority among Bargaining Council issues. And this will continue, perhaps rightly so, as long as women are a minority of the faculty. The reason is simple: Key bargaining issues must affect the overwhelming majority of members to gain the support necessary for collective bargaining. Therefore, women make gains through contract negotiations when their cause coincides with the majority interest, as in the case of the salary structure and half-sabbaticals. Or they can win some gains, as in the library case, when a history of bargaining failures and administrative intransigence commits the union to supporting an academic minority against practices of academic discrimination. Finally, however, an important though less quantifiable benefit of unionization for women may be increased access to positions of influence. A number of us have not been slow to take advantage of these new paths. We cannot be if we are to assume our rightful places and responsibilities in our chosen profession. We cannot be when the union offers the potential for bettering the position of women within the profession. As always, the minority group involved is the best watch-dog for securing and advancing its own interests.

---

1. See Joseph DeMent's article, "Collective Bargaining: A New Myth and Ritual for Academe," *Peabody Journal of Education*, 50 (Oct. 1972), pp. 3-7, for an argument that collective bargaining is, in general, a new avenue to prominence within the pre-existent university governance structure.

FOLK WISDOM OF COLLECTIVE BARGAINING IN MICHIGAN

Hadean Bishop
Eastern Michigan University

As an officer of the Michigan conference of the American Association of University Professors, I have watched collective bargaining move from an area of marginal interest for AAUP at the time of the Oakland University campaign to center stage through the victory at Wayne State and current campaigns at Western Michigan, Northern Michigan, and now at my campus, Eastern Michigan. The central message derived from interviews with collective bargaining organizers on several campuses is clearly: "the impact on women's issues all depends on the bargaining team and the issues negotiated in your individualized contract." What, then, are those feminist concerns which must be included in the contract?

SALARY: Pay equalization is a primary target. AAUP as bargaining agent at Wayne State made salary disclosure available on an individual basis with inequities grievable. Oakland University devised a table of forty-one steps within the four ranks with basic minimums to be adjusted with factors reflecting both the department's competitive position and the individual's merit as judged by peers. These standards need to be monitored by an Affirmative Action officer so that biases against women do not creep in, but they provide a basic pattern of salary equality. Gross inequities should be corrected from a budget item independent of the pool of funds available for regular increases. Oakland also negotiated an annual increase for part-time faculty members (who are more likely to be women).

HIRING AND TENURE: Collective bargaining contracts should include provisions for affirmative action timetables and goals, similar to those now required by HEW. Build in some enforcement controls so that these gains are more than token. Gains made in recent years by active recruitment of women must not be allowed to be raped away by retrenchment in the face of financial exigency. Peter Steiner of the University of Michigan Economics faculty recently said "'Juniority' must not be allowed to be the only criteria for non-reappointment." Similarly, seniority and masculinity must not be the only requisites for tenure. Women who watchdogged hiring practices back when we had vacancies in English and foreign language departments must now be sure those women hired are now awarded tenure. Tenure quotas must not be allowed to make non-tenured nomads of new female Ph.D.'s.

FRINGE BENEFITS:

1. Equitable insurance plans and retirement benefits through TIAA-CREF without discriminatory reliance on longevity tables. Dr. Georgina Smith of Rutgers cites one of the TIAA inequities: "TIAA offers life insurance to spouses of stockholders only if more than half of the couple's combined income comes from an enrolled academic institution -- thus discriminating against women who tend to earn less than their husbands."
2. Early retirement as a voluntary option for both men and women.
3. Reduced load for those approaching retirement without penalities.
4. Leave during late pregnancy at the option of the woman faculty member.
5. Child-rearing leave available to both sexes with continuing fringe benefits.
6. Space and support for parent-controlled child care for faculty and students.
7. Tubal ligations and vasectomies as part of the health care package.
8. Family dental care as an option to medical coverage which duplicates that of the spouse.

FACULTY GOVERNANCE: Collective bargaining must establish a principle of faculty involvement in budget decisions which relate to instructional and research programs. Women faculty members should insist that at least one of the three members of the bargaining team be a feminist who will fight to keep women's issues high on the list of priorities.

BILL MY ABORTION AS A PROSTATECTOMY, DOCTOR

Jean Weaver
University of Rhode Island

Bill my contraceptives as insulin or allergy shots.

Say my Pap test was diagnostic.

Call my baby premature.

My group medical insurance does not cover a general physical examination or any routine test like the Pap. It does not cover any pregnancy-related expenses unless I were paying Family Rates but the Family Option is not available to women without husbands and children. Even the Family Option does not cover pregnancies that are pre-existing conditions.

The contract was negotiated by men committed to their grandfathers' code of sexual morality.

Imagine what it would mean if a group comprehensive health insurance contract were to be drawn up by persons committed to population control! The insurees would pool their contributions to share the costs of everyone's sexual activities during their reproductive years . . . .

. . . . and at menopause a woman's premiums would decrease.

HOW NOT TO SELL OUT: MAINTAINING BALANCE IN A COLLECTIVE AGREEMENT*

Marilyn L. Williamson
Wayne State University

Why should the issue of selling out ever occur among professionals who organize to bargain collectively? Because those provisions of an agreement which affect our own pocketbooks are the ones which interest us primarily -- are, to put the question more bluntly, those about which we might be willing to strike. The problem may at first seem simple enough: the leadership of a given unit has but to define all those features of a university environment which are conducive to the development and maintenance of excellent teacher-scholars and eventually any administration will be convinced to supply and support them through the persuasiveness and logic of the faculty's case and its unity of commitment to these goals. Unhappily a faculty organized is not necessarily a faculty uniformly committed to a given set of goals, some of which certainly appeal more to one group than another. Union may not mean unity; the agreement must build it.

It has been the assumption of most administrations and those faculty members who have opposed unionization that the process would reduce their professional style to a careful accounting of all effort -- punching a time-clock is the usual carking specter -- and a concern, not with teaching students the rigors and delights of a discipline, but with a penny-pinching measuring of remuneration for effort expended. The nightmare presented in dinner-party argument is the regulation of all faculty activity, which should be as free and independent as possible, in order to define it accurately in economic terms. It would be dishonest to deny that one result of unionization brings with it a new perception of one's labors: students one had welcomed as intellectual descendants suddenly become a "condition of work," to be carefully restricted in a variety of ways. As a student of the drama, however, I recognize a rhetorical contrast when I see one, and I believe opponents of collective bargaining have greatly overdrawn the difference between their professional idealism and the assembly-line mentality of unions. Have their colleagues never grumbled about teaching too many students? Have they never had additional activities piggy-backed on regularly scheduled ones without remuneration and to the detriment of instruction they were offering? The problem, then, is not the imposition of necessary regulation to control the all-too-human desire of both faculty and administration to get something for nothing, but to be certain that such regulation actively contributes to the health of the institution of learning and the best professional interests of the faculty.

My plea is therefore a simple one: the best collective agreement is one which most adequately supports and advances the teaching and research of the faculty. All the fringe benefits in the world will not contribute to the health of an institution or the quality of its faculty if teaching and research are not given primary importance in a contract. Even salaries, important as they are in attracting and holding a good faculty, should not be allowed to overshadow or draw dollars from other features of an agreement that will support teaching and research. And this last is the gravest danger, because compared with salaries, fringe benefits are not very costly items. In order to meet the salary demands of a newly-organized, possibly militant, union, an administration may be tempted to draw funds from crucial areas of instructional support, and if the union does not structure its demands in such a way as to prevent that possibility, the net result may be high salaries in a

* This article is a copy of a talk given at a College English Association meeting in Detroit, April 1973. The talk is based on her experiences at Oakland University in Rochester, Michigan.

poorer institution. Let me be specific: one of the easiest ways of economizing on an instructional program without reducing salaries of teachers is to increase the numbers of students each one teaches, or to employ other people, not on the same high salary scale, to do some of the teaching. All large graduate institutions are familiar with this pattern, in which a few highly paid faculty, who teach relatively little, are supported by large numbers of fledgling graduate assistants and instructors. Such a pattern may represent a justified institutional priority sanctioned by the faculty, to provide a certain kind of instruction for a small number of students. But at the great majority of institutions where such a pattern may be inappropriate or detrimental, the only way a union can prevent an administration from seeking dollars to meet salary demands through raising the student-faculty ratio or hiring large numbers of partially qualified people to teach is to build into the contract safeguards against just such courses of action.

Since most faculties are only faintly aware of what major areas in which possible "economies" can affect their professional lives profoundly, it remains to their leadership to articulate those issues for them in such a way that they are not tempted to sell out or at least are aware of what is at stake. I will speak here only of economic provisions, though we all recognize that many "non-money" clauses, such as appointment and tenure regulations, may be critical in affecting the quality of a faculty. Those I address relate directly to teaching and research. The most important provision pertaining to teaching is that which controls the number of students a given faculty member is asked to instruct -- which may be a unit ratio, a class-size regulation, or a maximum for any individual, or any variation of these. The fact that such a provision may be extremely complex and difficult to construct should not discourage a union from building such a clause into the agreement, or at least knowing why it is dependent on past practice, because no other issue affects instruction so immediately and directly.

Other provisions pertain to instruction more subtly, but are only slightly less important and very easy to overlook. They are the definition of the unit in the recognition clause and the one which specifies the level of support in services, supplies, and equipment. A reasonably strict definition of the categories of individuals who may do the work of the bargaining unit is necessary to preserve the quality of a faculty. Without careful safeguards the pressure of salary demands from the regular faculty may tempt an administration to have more and more instruction provided by the marginally qualified, who can, of course, justifiably be paid less. Part-time faculty can also be a solution to economic stress: they are always considerably cheaper than full-time faculty, even if fully qualified, for they are not paid for all those other activities, besides instruction, that regular faculty are paid for. People so casually employed may sometimes render casual service, which is only to say that the institution gets what it pays for.

The articles of agreement that pertain to services and supplies must be the least romantic of all its important provisions: even a no-strike, no-lock-out clause has a romantic, if standard, ring to it. But paperclips and audio-visual mishaps come to mind with services and supplies. Interest may pick up in certain quarters if one understands that scientific equipment is covered under this clause, as well as secretarial services for all academic departments -- in fact, all those seemingly trivial and mundane elements that are nontheless essential to the effective functioning of any academic unit. Ditto-masters and the typists who cut them may not be the dramatic elements in the search for truth by students and teacher, but the lack of either one may hinder the process to the point of distraction. Like almost all my colleagues, I wish it were not so; I teach the pastoral with its concepts of simplicity and self-sufficiency, but I do not yet carve the assignments for that course in the bark of trees, and I do have more time to read

for it if someone else types the bibliography efficiently and accurately for me. This clause will be most important to the scientists in any unit, but all teaching faculty are affected by it.

If we leave the teaching function well served by safeguards against economies in the areas I have mentioned, we may move to those articles that impinge on research. The first is obvious: direct monetary support of research projects by the institution. Such support is usually already a feature of those institutions which offer graduate instruction, but often it is administered according to policies which may not be acceptable to large segments of the faculty, particularly if the funds are perceived, as they often are, as a means of bringing outside monies to the institution, funds which will often support much administrative superstructure and overhead to oversee them as well as actual research. Such excesses can be avoided or at least mitigated by contractual provisions which assure a faculty voice, if not control, over the allocation of such monies -- always on a competitive basis. Once given the hard task of deciding how to spend limited dollars, faculty members, formerly quite unable to see the logic of such decisions, suddenly become the soul of reason as apologists for them. It is likely that a variety of provisions serves the unit best: a few grants which offer total support while faculty members are engaged in research full-time; many low-cost grants which meet actual expenses for a brief period; and some which provide seed money to garner funds from outside sources. The greater the variety of provisions, the more attractive the contract will be to diverse segments of the unit at ratification time.

To do research, faculty members need leaves from teaching which should be secured in a collective agreement because increasingly such privileges are under attack by the public in reaction to an era in which general gullibility about anything labelled research led to excesses. Faculty unions must not allow legitimate professional privileges to be eroded by administrations which adopt the current opinion, nor should faculties allow them to be the sole spokesmen for such academic traditions to legislatures and public. Again a variety of leaves will make an agreement more widely appealing and may provide that junior faculty will not have to wait until they are tenured to get a leave with pay.

In order to share the fruits of research a faculty must be able to travel to report on activity and to hear the reports of others; such travel should be supported by their institution as a legitimate outcome of scholarly activity. With the present shrinkage of government funds and the consequent need for institutions to pick up the tab for travel, no other realm of faculty-administration relations is so troubled today, and it has always been plagued by the pettiness and nit-picking of those approving applications who are easily tempted to run the lives of others as if the money were their own. Much of this hassle can be avoided by simple, clear contractual guidelines for the approval of travel requests, rules which may, on the faculty side, prevent those few who abuse privileges from causing their loss to many who use them wisely. Travel may be perceived by an economy-wise administration as a good place for symbolic cuts to prove that it is rigorous about "frills," and then it will fail to the union to show that a policy which isolates a faculty from the mainstream of its intellectual and professional life will surely weaken the institution.

The goal is, then, to maintain a balance in an agreement so that those items -- small or large, unromantic or complicated -- which lie at the heart of a faculty's professional life are not sacrificed to the more obvious emoluments. I have covered here some of those that were important to a faculty for which I have negotiated; each unit will have to define, depending on its character, needs, and traditions, what features are vital to its professional well-being. As a pragmatic feature of the negotiating process, a balanced contract is a far easier document about which

maintain faculty unity, especially in days when their dreams of gains through organizing meet the realities of fiscal exigencies in many institutions. In a balanced contract various segments of the faculty, which might otherwise compete with each other, may all find some element to identify as a special gain. A collective agreement need not reduce colleagues to a time-and-motion mentality nor lead them to sell out their professional birthright. Kept in proper balance, such an agreement can be the means for a faculty to express, protect, support and even stimulate the basic values of a high calling.

UNIONS, POLITICS, AND REALITY

James E. Dale
Youngstown State University

Do not approach a union with the expectation that all you have to do is show why your cause is just and everything will be taken care of. Academic unions in particular have a number of special assets and special problems that need to be recognized by anyone seeking to work through them.

Most employment situations readily adapt to a reasonably clear distinction between management and labor. Management consists of all employees down to the level of foreman. Labor consists of all employees below that level. Historically, management has had the direct authority to hire, fire, promote, set wages, make assignments, establish working conditions, and determine all other policy. Labor has won input into such decisions only indirectly through collective action of unions. A decision adversely affecting an employee is almost always initiated by management and a grievance against such a decision is usually supported by other union members who are often themselves threatened by the decision. The result tends to be an adversary relationship in which union members tend to view their own interests as being in common but in conflict with the interests of management.

In contrast, faculty have historically had at least some direct input into all of the employment decisions noted above. This no doubt accounts for some of the traditional resistance of academics to unionization. On the other hand, the concurrence of the current growth of unionism with the shift in demand for academic services from a seller's to a buyer's market may indicate that academic well-being has rested less on the tradition of direct faculty input into university decisions than on favorable economics, especially for new groups seeking to establish themselves with the academic stronghold and for those not secured behind the fortifications of tenure. Nevertheless, direct faculty input does at least provide the potential for special benefits -- a potential which also exists for the faculty union. Shared decision making, by softening the sharp distinctions of the adversary relationship, could do much to encourage an atmosphere of cooperation in the pursuit of mutual goals. Also, the direct input of faculty into decisions affecting their immediate interests is potentially far more effective than indirect input through union officials.

However, these benefits are also accompanied by special problems. In the struggle for salary increases, promotions, tenure, desirable teaching assignments, assistants, and other benefits, the interests of faculty members inevitably come into conflict. When an adverse decision about such a matter is initiated by a faculty committee, any grievance against this decision then becomes directed not only against the administration but also against the faculty who supported it. The processing of such a grievance by the union is often interpreted as an attack on these faculty and as an assault on the majority rule absolutism that often masquerades under the hallowed title of departmental autonomy. Grievance officers find themselves deluged with faculty versus faculty grievances. Both sides demand the support of the union, sometimes buttressing their demands with threats of resignation, while union officers scramble to affirm their impartiality. Enormous energy is consumed in internal conflict, greatly weakening the union.

Attempts to reduce these kinds of difficulties have produced a number of strategies which it is crucial to understand in order to work effectively in academic unions. The most obvious strategy for reducing inter-faculty conflict is simply to reduce the degree of faculty input into university decisions. A perennial issue here

is whether to exclude department chairpersons from union membership and define them strictly as administrators so that their decisions will clearly be administration decisions and will thus be less likely to attract faculty support.

A second strategy for reducing inter-faculty conflict involves attempts to regularize decision-making by institutionalizing procedures which are based less on subjective evaluation and more on objective criteria. A common example of this is to replace a system of individualized pay increases with a fixed schedule composed of stages that are automatically obtained by years of service, degrees, rank, etc. The usual objection to this kind of equalitarianism is that it overcompensates weaker faculty while undercompensating stronger faculty, although it is possible to some degree to modify such a system with provisions permitting extra rewards for stars. Some use of this kind of objectification is probably necessary if a union is to survive, but there are choices as to which objective measures will be used and how they are to be weighted. Different interests will be advanced by different choices. In salary schedules, for example, the greater the weight that is placed on years of service, the more older faculty will benefit at the expense of younger faculty and of new groups seeking to improve their position in the university. It is crucial to be aware of these kinds of consequences.

A third strategy for reducing inter-faculty conflict involves the clarification of the distinction between union support of faculty members' interests and support of their contractual rights. Decisions as to which interests a union is to pursue are political issues to be determined within the union before and during contract negotiations. Once a contract has been signed, the bargaining agent is required by law to support equally all the rights of any of its members. The processing of a grievance and its presentation if necessary before an arbitrator implies only that it may have merit and not necessarily that the union supports the specific interests of the grievant. There is no point in getting mad at a union for processing a grievance you do not agree with. If the contract supports the grievance, the union is legally required to process it.

In addition to reducing inter-faculty conflict, recognition of the distinction between intra-union politics and contract rights is crucial for understanding where to apply your energy. Once a contract has been signed, everyone is bound by it. If, for example, a contract contains no provision prohibiting discrimination on the basis of sex, then there is nothing a union can do about even the most blatant sex discrimination. There's no point in wasting your energy here, although this does not preclude the pursuit of sex discrimination into the labyrinth of governmental agencies. The only thing people who are hurt by a weak contract can do is lick their wounds and organize their strength within the union to improve the next contract. Only in this way will demands for benefits like maternity leave pay, modification of anti-nepotism rules, and more benefits for part-time work become contractual realities.

Nor can such benefits be achieved simply because they are just. A union inevitably enters negotiations with a briefcase full of demands, most of which are just. It must bargain and compromise, and so must any interest group within a union. Benefits are achieved only by trading power for them and power is largely achieved by serving the union's general interests. The winners are those who most effectively organize and apply that power. Being a good guy or a good girl does not count for much. Depending on your values, this may be politics at either its worst or its best, but it is a reality which it is futile to ignore. Academic unions can bring great benefits to their members; however, in order to maximize these benefits it is necessary to be realistic about how these unions must function.

PEER JUDGMENT AND THE RULE OF CONFIDENTIALITY

Claude Campbell
Staten Island Community College, CUNY

By background, and I suppose by inclination, I was in no way prepared for the types of grievances I encountered when I accepted the position of grievance counselor at Staten Island Community College, a branch of the City University of New York. Before I became grievance counselor, first for the UFCT and then for the PSC (the Professional Staff Congress, formed by a merger of the UFCT and the Legislative Conference, a university-made union affiliated with the National Education Association), I'd taught in high school, and for ten years I'd been a chapter chairman and district representative for the UFT. The majority of grievances I argued in high school had to do with such bread-and-butter issues as class size, assignments, and dismissals. College grievances include all of these, but are complicated by the concept of academic judgment, which in turn is protected by the rule of confidentiality.

These last are probably the hardest problem a grievance counselor faces. All collective bargaining agreements include a grievance procedure that allows employees redress within the organization for wrongs done to them. Generally, once a union has signed such an agreement, employees must exhaust the remedies available to them under the grievance procedure before going to court. In the majority of cases the grievance procedure works very well. The employer must give reasons for not rehiring or promoting an individual. If these reasons are valid, they stand; if they are arbitrary, discriminatory, or capricious, the employer is forced to rescind his action. Experience and qualifications are valid reasons, while sex and race are not. There is, of course, a grey area that generates a great many grievances -- where the employer, for various social and personal reasons, feels that one individual is more fit for a job than another. But the burden of proof in the grievance procedure is on the employer: he must show that his judgment is correct.

In college a different system prevails. Employees are not judged by an employer but by their peers in committee. These peers must be protected: the New York City Board of Higher Education has mandated that all deliberations be confidential and that a committee may not be asked for the reasons why it took a specific action. However difficult this may make the life of employees, the logic of it is persuasive. If, let's say, an assistant professor on a committee concerned with reappointment and tenure voted against an associate professor, but the associate professor was reappointed anyway, it would be a bit much to ask the associate professor to forget all this the following year when sitting on a committee concerned with the assistant professor's promotion. Disclosure of votes and reasons could lead to political chaos within departments. But, let me note, in the collective bargaining agreement negotiated by the PSC last summer, the rule of confidentialty no longer applies to college presidents: they must give reasons if they reverse the decisions of college committees. Clearly both parties to the agreement felt that a college president was an employer in the classic sense and didn't need to be protected by the rule of confidentiality.

It is evident, however, that the rule of confidentiality as it protects departments and college committees allows violations of fundamental rights granted under federal and state law to go unchallenged. The refusal of these committees to give reasons allows judgments contrary to law to prevail. For there are, of course, leaks, always denied, that give some insight into committee decisions. But the union is prevented from using this information in grievances.

Occasionally a member of a committee may make a mistake and publicly state the reason why an individual was not reappointed, promoted, or given tenure. If the reason does not involve academic judgment, and if the statement can be supported, then it can be used in a grievance. But since committee decisions are officially secret, there is usually no basis for grievance on fact, even when the grievant and the union have a pretty good idea of what the reasons were and know them to be grievable.

All public employee collective bargaining agreements in New York State must contain an anti-discrimination clause. This, coupled with the clause in most contracts that an employer cannot act in an arbitrary and capricious manner, should be a sufficient basis for discrimination grievances. But, because of the rule of confidentiality, a discrimination case in college can seldom by proved. Thus, many grievances that are in effect discrimination cases are argued solely on the grounds of procedural violations. The main hope for grievants is to prove that equitable standards were not applied; therefore they have been discriminated against.

In essence, all discrimination cases brought in behalf of women and minorities are "equitable standards" grievances. It is alleged either that past patterns and practices show the standards to be inequitable, or else that equitable standards have been inequitably applied.

An additional problem in these cases is that a college can't officially admit that any of its administrative bodies have discriminated. Executive Orders 11246 (1965), 11375 (1968), and Revised Order 4 (1971) not only mandate that all federal contractors and subcontractors end discrimination through a detailed affirmative action program but also stipulate that penalties may be imposed if a contractor doesn't conform. Thus, even in flagrant cases of discrimination, a college feels it must fall back on academic judgment and the rule of confidentiality to protect itself.

It was into this mishmash of technicalities that I walked when I accepted the job of grievance counselor at Staten Island Community College. Of course, for me, a white, male, slightly chauvinistic grievance counselor who had had no contact with actual discrimination cases, my first case came as a stunning surprise. I've often thought about how I felt then. I knew discrimination was being practised. I had only to look around any campus of City University to see that, and I was also aware that women and minorities were held to the lower ranks, but I'd never given any thought as to why, at my college, the situation existed. In the department in which I worked a concerted effort was being made to recruit women and blacks. Moreover, the very system that was fostering discrimination in a sense relieved a person of moral responsibility in the matter. It was never John Smith who discriminated in hiring, reappointment, and promotion; it was a committee, and these committees very often had women and minorities on them. How can you develop moral outrage towards a committee?

So as I sat listening to four women from one department complain that they had been discriminated against, I took copious notes, as I always do. I've found that people who are angry at the treatment they have received often just want to talk, and they want the feeling that what they say is important, so I take notes. Then it is easier to discuss objectively what they want to do. It must be understood that a union grievance counselor, barred from the internal deliberations of (sadly, male-dominated) college committees, must take the evidence and go on from there. In this instance it was impressive. The department in question had been losing women members for several years; four women in a department of about twenty felt they were being discriminated against; and, on the surface at least, double standards were being applied to candidates for promotion. Nevertheless, I was still dubious.

I arched a disbelieving eyebrow and said I'd check it out. I did, and in spite of huge and hearty protestations on the part of male colleagues, I found that a prima facie case of discrimination did exist.

At this point I'd like to bring up one problem that is seldom mentioned, the impact of males on males when matters of discrimination, especially sex discrimination, occur. It is seldom admitted that such a thing could exist; therefore excuses are immediately found to explain what happened. There is almost a catholic repugnance in the male community when the problem is raised, directed not only at the women complaining but also at any man who agrees with them, and, ironically, this reaction takes place before the evidence is heard. I was astounded, once the word got around that I was processing the cases, at how many male colleagues came up to me to assure me that there was no merit to them. It was almost a visceral reaction, particularly surprising in a community that takes objective thinking as its credo.

The women complaining had suffered a variety of damages. Ms. A was denied reappointment; Ms. B had unsupported and damaging material put in her file. Ms. C and Ms. D had been kept from seeking promotion in the normal way: they had been given incorrect dates for submission of material, meetings had been changed without notification, material tampered with, and, purportedly, untrue statements had been made as to their honesty, personality, and qualifications.

Frankly, though I was dubious, everything checked out. The number of women in the department was dropping at an alarming rate and only men were being hired. There was, without question, substance to the allegations. Satisfied, I decided to file. My first problem was whether to file the grievance as a class action, on behalf of these four and all the women in the department, or to file individual grievances. I decided on the latter because there was a reappointment to consider, and a negotiated settlement on that case would have to be separate. It's an axiom among grievance counselors that when reappointment is the issue, the object of grievance is to get the job back. This doesn't always lead to the best possible cases, for items that, according to our contract, cannot be resolved in a Step I grievance (which takes place on the local campus) but would have to be resolved in a Step II grievance (which takes place at the Board of Higher Education level) are often omitted. Therefore I filed the reappointment case first, waited a respectable time, then filed the remaining three in rapid succession.

The results were interesting. Ms. A was reappointed without much difficulty. Procedural violations were manifest, and it was clear we would have won her case at a higher level. The possibility of discrimination was raised but not pressed; the point was to get Ms. A's job back. But with Ms. B, the situation changed radically. Senselessly damaging material had been added to her file, obviously to keep her from applying for a higher level job about to open in the department. But there was no question of keeping her job, for she had decided to return to the job from which she had taken a year's leave of absence. She wanted the record of her year at Staten Island Community College cleared for the sake of future employment. Again, the department had trampled on so many of her rights that it was relatively easy to have the damaging material removed from her file.

The cases of Ms. C and Ms. D didn't prove as easy. Both were assistant professors seeking promotion. Ms. C had a Ph.D. and a contract for a book. Ms. D was still working for the degree, but had years of experience and an admirable record that included community involvement. She had also been recommended for promotion by the department the previous year and turned down by the college committee. Their cases were filed separately, but only a week apart. I wanted the case of Ms. C to come up first, because she didn't need the Ph.D. waived for a promotion. The department would have to explain its actions in her case, and these explanations could then be used in the case of Ms. D. Both grievances were denied at Step I, however,

and denied again at Step II. We then filed for arbitration. All this took the best part of a year. At this point Ms. C was recommended for promotion, and when she was promoted her case was dropped.

Just as lawyers have techniques, so do grievance counselors. There is a whole class I refer to as "zingers"; the counselor designs a case, plans to lose it at Step I, and then stuns the hearing officer at Step II with a zinger, a new piece of information or a new approach that wins the case. I don't argue this way unless new information arises between Step I and Step II. But Ms. D's case had a built-in zinger than I could do nothing about. After the college committee turned down Ms. D for promotion, one of the department chairmen present at the meeting called to tell me that overtly sexist remarks had been made at the meeting, and that he was outraged. I explained that at Step I and Step II the rule of confidentiality would prevail and he would not be allowed to testify, but that if the case went to arbitration he might possibly be allowed to do so. The attorney for the union agreed with my position. I did not know then, and don't know today what was actually said at the meeting, but I was sure that various Executive Orders had been violated and that this would be brought out somehow.

The case of Ms. D is still at arbitration. She decided not to seek promotion the following year, so there was no way the college could get rid of the case by promoting her. The arbitration hearing was fascinating. We asked the chairman to appear as a witness and put him on the stand; he indicated that sexist remarks had been made. The attorney for the Board of Higher Education objected to his testimony on grounds that it would violate the rule of confidentiality. The lines were drawn. The union asked that he be granted immunity from charges of breaking the rule because he was to report on a violation of law that took place in committee. The Board refused, and the union in turn refused to allow the chairman to testify until immunity was granted; we argued that a witness should not suffer for telling the truth.

The absurdity of the Board's position is obvious: suppose, for example, that in the heat of discussion a committee meeting was ruptured by murder most foul -- perhaps a chairperson smiting a dean with a paperweight. The rule of confidentiality would prevent any of those present from saying who did it, and if we follow the logic of the Board's position, the dastardly dude would get off scot free. If by chance someone present had the nerve to say who did it, the Board would bring charges of insubordination and that person would face dismissal. In many ways the Board's position surpasses that of the ex-President on executive privilege, though the Board has not, as yet, claimed national security as the reason for secrecy. Absurd? Not really. People become so smitten with their own sophistry that a decision like the one made in the case of Ms. D could easily become canon.

There is strong reason to believe that decisions made in committee and covered by the rule of confidentiality often have little or nothing to do with academic judgment. Such items as a person's politics, dress, quality of voice, drinking habits, sexual habits, and a myriad of other goodies are often discussed. So are such items as age, race, religion, and sex. In one department in a college of City University no one over thirty ever gets tenure; in another, only associate professors get it. In short, City University, like most major institutions in this country, is fraught with violations of basic rights. It's as simple as that. People accept jobs with the understanding that they will be judged by certain criteria, only to find that there is another set of rules to which they must conform.

As for the case of Ms. D, it's going to court. The union cannot tolerate a situation where fundamental rights are tampered with. Up until now the courts have

upheld the rule of confidentiality in college personnel decisions, but the union hopes they will not tolerate the breaking of laws within college committees.*

More important, how do employees cope with this sort of activity? Historically the practice of women has been to accept lower and lower-paying ranks, seldom vying for promotion and certainly not aspiring to a full professorship. This becomes a tragic cycle. If a woman knows her chances of rising to the top are nil, why should she knock herself out getting degrees, publishing, or otherwise gaining a reputation in her field? This allows male-dominated committees to pass over women with the rationale that they aren't as well qualified as men.

I am not sanguine about the prospects of women and minorities in higher education. Although I think substantial gains have been made these past several years, I find many aspects of the situation depressing. On my campus I recommended to the committee working on Affirmative Action that it ask the president to waive the rule of confidentiality in matters of reappointment and promotion. I felt this necessary for progress to be made, and besides, at least in matters of promotion, according to Revised Order 4, reasons have to be given. Either the committee didn't ask for this or the president didn't grant it, and there wasn't a ripple of protest. The women on campus got a woman physician and a women's center, both needed, but not of major consequence to women who face the prospect of not being reappointed or promoted without reasons being given. The record for minorities at Staten Island is a good one, better than for most colleges of City University, but it rests on the paternalistic whim of one man, the president, who can chose whether or not to influence the various personnel committees within the college. This is hardly a satisfactory or a permanent solution to the problem of discrimination.

Moreover, the personnel committees are getting more careful. Things aren't leaking out anymore. When a woman or a black is not reappointed, or reappointed with reservation, or not promoted, committees are careful not to violate established procedures. It's very difficult to put together a good case when everyone plays it close to the chest. The reason given for the actions of these committees is academic judgment, and you can't go far with that; academic judgment will be sustained in a Step II grievance and in arbitration. There still remains the remedy of academic review in discrimination cases, but the chances of a successful grievance are rapidly diminishing. With older colleges in City University it is possible to file a pattern and practice grievance, in which the burden is on the college to show that positive affirmative action is taking place, but in the newer colleges there isn't historical proof of discrimination to fall back on and each case has to be proved on its own merit.

To add to the seriousness of the situation, the state and local agencies empowered to stop discrimination have proved, to put it mildly, disappointing. They act with vigor against the small landlord and the small employer, but hesitate to act against institutions as large as City University. The women's groups that looked with hope to these agencies a few years ago now advise women to grieve their cases through the procedures established by collective bargaining. This would seem an important area for women and minorities -- to press for more forceful law and to demand enforcement by these various agencies.

---

* It should perhaps be added that, though the college has not admitted that these four women were discriminated against, the chairman of their department was removed after their cases were grieved. An administration will deny that committees discriminate, but when a collective bargaining agreement provides an effective system for dealing with grievances, it cannot afford to tolerate the procedural irregularities that often accompany discimination.

. The federal regulations for contractors and subcontractors seem more hopeful because contractors can be fined for not complying with an affirmative action program. The strongest of the Executive Orders dealing with discrimination is the one requiring employers to give reasons in matters of promotion. In academic discrimination cases this order should be pressed, and extended to reappointment; even though the order doesn't specify reappointment, this is clearly its intent. This order is singularly important for affirmative action, and forms the basis for all grievances involving discrimination. If the institution acquiesces, the grievant has something to rebut; if the institution refuses, it opens itself to the charge of non-compliance with affirmative action.

The latest area of concern in the fight against discrimination is tenure quotas. In City University, on 29 October 1973, the Board of Higher Education passed a resolution to the effect that, when the majority of a given department is tenured, the president of a college must forward to the Board reasons for giving tenure to a particular candidate. In view of the fact that most of the progress in affirmative action has taken place in the last five years, there are a great many women and minorities among the recently-hired and untenured. The Board argues that being a woman or a member of a minority group is reason enough for a presidential recommendation for tenure, but the truth is that, given the stricter standards that will be imposed, fewer jobs will be available for them. However the Board equivocates, when a given department has more than 60% of its members tenured it will be almost impossible for anyone to get tenure. The imbalances that exist will persist, unless the PSC can convince the new Board to take office on 1 January 1974 that tenure quotas are a disaster.

On the positive side, the Board's agreement with the PSC in the collective bargaining agreement negotiated last summer that teaching effectiveness is the primary concern of academic judgment seems to augur well for women and minorities. The most common claim against them is that they lack the credentials for tenure and promotion; the emphasis on teaching should give them a fairer chance than they previously have had. In addition, the students' input becomes important; here again teachers can be judged on ability without prejudice.

Also the new collective bargaining agreement contains a unique clause to the effect that when academic judgment is in question a review committee of peers can reconsider decisions of personnel committees and order them reversed. Classic cases -- a woman and a man, or a black and a white with equal credentials, where the white male is reappointed or promoted -- are now subject to serious scrutiny. And the days are gone when a woman with a Ph.D. sits back while a man without his degree is promoted; this just can't happen anymore. As a result of the new collective bargaining agreement, every committee in every college of City University will be aware that its judgment is subject to review, and just as it isn't good for a judge to have a record of a great many decisions reversed, so it will be with personnel committees; they will have to consider their records when making decisions.

WOMEN AND UNIONS

Charlotte Croman
Borough of Manhattan Community College
CUNY

In November, 1972, at the National Council of Teachers of English Convention in Minneapolis, I spoke on the subject of collective bargaining as it applies to City University of New York women. The subject was of immense interest to the audience, most of whom thought we had already accomplished a great deal. The impression I had was that we had not accomplished very much, really, but that the rest of the country was in even worse shape. My address was a comparison of our first contract with the union's demands for a new contract then in negotiation. I summed up the conditions favorable to women and emphasized my assumption that collective bargaining is the only leverage women have and that the collective bargaining agent can only be effective for women when women themselves have created a position of strength within the union.

Over 10% of the total number of institutions of higher education have collective bargaining. Twenty-eight states have passed enabling legislation which grant teaching personnel the option of a formal bargaining relationship. My bargaining agent is called the Professional Staff Congress. It is the result of a merger between the United Federation of College Teachers and the Legislative Conference. It is the collective bargaining representative for 16,000 staff members of the City University of New York and is affiliated with the American Federation of Teachers, AFL-CIO, the National Education Association, New York City Central Labor Council and the New York State United Teachers.

Prior to the merger when the staff was split up into two bargaining units, the old contracts negotiated for the betterment of faculty in general without much attention to or pressure from women in particular. They did achieve tenure status for lecturers, which in a way helped women because so many were in the lower rank. The old contracts also more strictly defined and standardized the evaluation process, leave provisions, research support, facilities, and salary schedules. These general improvements made it a little more difficult for the University to discriminate against women without being charged with discriminatory and capricious behavior and violation of the contract.

The demands for the new contract, ratified after over a year of negotiating, fact finding, and a strike vote, were stronger and more specific with regard to women. The negotiators demanded reclassification of untenured instructors as full-time Lecturers, giving job security to women in the rank of instructor who would otherwise be phased out. They demanded the promotion of full-time Lecturers to Assistant Professor upon receiving the doctorate. They demanded the enfranchisement of all full-time members of the instructional staff to vote for members of the Personnel and Budget committees and department chairman, giving women more say in the governing of their departments. They demanded that Tenure be awarded upon reappointment for the sixth year of continuous cumulative full time and prorated part-time service in the University. They demanded that posting of vacancies within the University two weeks before being being made public. They demanded a provision on percentages in ranks which would mandate up to 900 promotions a year for qualified personnel, in conjunction with a due process clause, which would indirectly open up many promotional opportunities to women and minority group members. For women and all parents, changes were demanded in sick leave provisions to substitute temporary disability for sickness and which would cover pregnancy and complications from such. Accumulated sick leave was to be

used as necessary. An extension of time by either parent for child care was also part of the package. Service toward tenure would not be interrupted. What was most heartening about the union's position was its recognition that women and minorities have "traditionally been the last to be hired and the last and fewest to be tenured and promoted... We are deeply concerned with the economic problems of women and minorities because these groups are concentrated very heavily in the Instructor and Lecturer ranks often with adjunct or fractional line status."

The above quote was taken from the November 30, 1972, issue of *The Clarion*, the union newspaper, which outlined the benefits to women under the proposed contract. I attribute these gains to the hard work of a small group of women within the union who formed an *ad hoc* committee on the status of women, which later became a standing committee. I was a member of that committee. The contract was ratified, effective October 1, 1973. What women ended up getting was:

(1) a non-discrimination clause which includes sex along with race, national origin, religious, political belief or membership in, or lawful activity on behalf of the Union;

(2) instructors and non-certified Lecturers (full-time) with four or more years of continuous full-time service in those titles who are appointed to the rank of Assistant Professor will receive two years of service toward the achievement of tenure in the title of Assistant Professor;

(3) when a College President does not accept a favorable recommendation for reappointment or promotion of a faculty member by the appropriate committees, he must submit the reasons upon request from the affected individual;

(4) the title Lecturer became a tenure-bearing title;

(5) instructors may be appointed Lecturer with a Certificate of Continuous Employment after five years of continuous service;

(6) the term "temporary disability" is defined to include pregnancy and/or its complications, cumulative to 160 calendar days;

(7) special leaves without pay for child care, ordinarily for one semester but extendable for one year from the end of the original leave, and service toward tenure will not be interrupted;

(8) increased promotional opportunities (900 per annum);

(9) a grievance alleging discrimination cannot be processed by the Union on behalf of any employee who files or prosecutes, or permits to be filed or prosecuted on his behalf in any court or governmental agency, a claim, complaint or suit, complaining of the action grieved, under applicable federal, state or municipal law or regulation;

(10) budgetary considerations will not constitute grounds for withholding appointment to the rank of Assistant Professor of a Lecturer who has earned a doctorate and been recommended according to established criteria and procedures.

Most of the demands, as we can see, have been met, with the exception of wider enfranchisement, proration of part-time service and the posting of vacancies.

There is a problem regarding the grievance regulations. Although the grievance procedure recognizes discrimination because of sex as a valid complaint, it will not process it if the woman has also filed with a city, state or federal agency. The intent here as I understand it, is to exhaust the machinery within the University before going to a government agency for satisfaction, a theory being held that the grievance procedure may be more satisfactory than an agency at this point. I disagree with this philosophy. I think this provision does a disservice to women. In the

first place, if the grievance goes to arbitration what can we expect from arbitrators who have had no experience in this area? In addition, if the arbitrator finds for the grievant, he cannot enforce any award or penalty, the matter is instead remanded to a select faculty committee for review. And, I'm afraid that if the grievant, at the end of this long and horrendous process goes to a government agency, she will be told that she has gone beyond a "reasonable time limit" for filing. The contract was made between the Union and the Board of Higher Education; the government agencies do not have to change their rules. The alternative, then, is to file directly with a government agency. If this happens, the non-discrimination clause in the contract means nothing.

One more word should be said concerning grievance procedures. They can be hazardous, involved, aggravating, and perhaps mishandled. Nobody's perfect, including your union. The clout that is inherent in the grievance procedure really depends on the militancy of your local unit. Cases that do well in grievance procedures are ones that have to do with charges of lack of due process, salary disputes, and evaluation procedures. Anything that borders on the esoteric really needs another procedure, by definition.

There is a question in my mind as to whether unions can really bring about major benefits to women. Unions are philosophically close to the ground; benefits for the general membership necessarily come first. I question their ability by virtue of what they are to get women into policy-making position in colleges and universities. It's all well and good to get the women out of the bottom ranks through the usual techniques, but they will not put these same women into the top administrative levels that dictate policy from the top. You cannot dictate policy from the bottom and unless we can achieve faculty input at the administrative level, we women are ultimately neutralized, at a slightly higher level perhaps, but still neutralized. Although our union newspaper still runs a column on women every month, the standing committee on women has not met lately nor have workshops been set up on leadership for women on or curriculum. We have a lot more to do.

Two things that women can and have done is, first, gain greater recognition in their locals and, second, form women's caucuses to apply pressure to the union. At CUNY, we have a Women's Caucus, which has its own charter and its own funding. It has been successful in establishing a Women's Center for the University, something the union could not do. It is also filing a class action suit in behalf of CUNY women, something the Union would never do. It conducts day-long conferences and keeps in close touch with women who have complaints. It is also running a placement service and trying to promote more jobs for women. What it lacks, unfortunately, is the legal right to bargain collectively. Thus, I have to say that unions now present the best avenue for change.

WOMEN IN A CORNER

Frances Barasch
Baruch College, CUNY

The women's struggle for recognition and improved status at The City University of New York (CUNY) is integral to any study of unionism in American higher education, for CUNY was not only one of the first major universities to elect collective bargaining representation, but the largest, and the number of women affected, although less than 30% of the CUNY faculty, was nevertheless, significantly greater than the numbers of women employed in universities elsewhere in the country. A series of articles called "Women in a Corner," published between September 1971 and April 1972 in the United Federation of College Teachers (UFCT) *Action*, the monthly newspaper of the collective bargaining representative for Unit II (lecturers and adjuncts), documented the efforts of women in the union to strengthen the organization and their cause.

This column series, originally proposed by UFCT leaders as a method of recruiting new members into the union, an organization then dominated by men but with a large female membership potential, coincided with the struggle for supremacy between two different agents at CUNY: the Legislative Conference (LC) and the UFCT. Until April of 1972, the instructional staff was divided into two units with separate contracts and different representatives: professors, administrators, librarians, laboratory technicians, and others were represented by the LC in Unit I, while non-ranking members of the University were represented in Unit II by the UFCT. These two unions merged as the Professional Staff Congress (PSC) after the UFCT, strengthened by grievance victories, a unity platform, and growing popularity, petitioned for a new representation election, thereby jeopardizing the existence of the LC, which had originally proposed the establishment of two units and continued to argue that lecturers did not have the same interests in the University as did professors, librarians, and others in Unit I. As many of CUNY's women were lecturers, the LC position was untenable to them as well as to women in senior ranks.

I was officially a member of Unit I, although my sympathies were with Unit II because it included a high percentage of CUNY's women. I felt Unit II people who, in fact, performed the same work that I did, needed the kind of support I could give from the relative safety of tenure and rank. I agreed, therefore, to write the column, to attract women to the union, and to expose myself, as it was anticipated, to anti-union action in the way of subtle professional estopment. But I demanded conditions: that I would have a voice in union policies concerning women, that the messages I printed for women would be supported by the union, that new members attracted by the feminist column would not be recruited merely for their dues, and that their contract demands would be considered and, as far as possible, heeded. The last condition was that I would not be expected to withdraw from membership in the LC, nor from the LC Task Force on Women, a committee on which I later served.

The column began in September 1971 with a report from New York City Councilwoman Carol Greitzer on her efforts to secure commitments from CUNY's Chancellor to improve the status of women in the University. My first columns,* published in the winter of 1971, implicitly called for faculty unity on the issue of affirmative action; later columns supported the concept of merger between the rival unions by showing that unity already existed among Unit I and Unit II women. Ultimately, owing to the efforts of united women as unionists and feminists, UFCT and LC leaders agreed to merge.** When the merger took place, women who had been active in the UFCT

---

* "Women in a Corner," UFCT *Action* (Nov.-Dec., 1971).

** "Women in a Corner," UFCT *Action* (May 5, 1972).
The columns appear at the end of this article.

representation campaign and LC women took executive posts with the new PSC; the "Women in a Corner" feature was transferred from *Action* to the merged publication PSC *Clarion*.

The effectiveness of the "Women in a Corner" series went beyond unionism and the merger itself. One reader used the columns as discussion material in an anthropology course; others joined the CUNY Women's Coalition, an independent women's organization uniting women's committees on sixteen separate campuses of the University, as a result of publicity in the column. The column also communicated problems and violations to the CUNY administration who were its most pious readers; some problems were resolved within twenty-four hours after the newspaper was issued.

The LC Task Force on Women was also an important force for women's rights. It was headed by Anna Babey-Brooke of Brooklyn College, the godmother of the CUNY women's movement. Professor Babey-Brooke instituted the first woman's action against the University and although she herself is still in litigation, many others have benefited from her courage and research. The LC Task Force met monthly with the Chancellor of the University or his designee to discuss legal and moral means for improving the status of women at the University. This committee negotiated persuasively for the establishment of adequate and representative affirmative action committees, for promotion reviews, for a maternity-paternity leave by law (which the University subsequently publicized as its own contract proposal), and for settlement of women's complaints which were long overdue.

The LC Task Force and the UFCT column on women created an atmopshere at CUNY which resulted in the establishment in December 1971 of the CUNY Women's Coalition (CWC), led by Lilia Melani of Brooklyn College. Thereafter, pressures mounted by CWC, the LC women, and the column lead to hirings, promotions, and administrative appointments of women in numbers which, although small, had never before been counted at CUNY. Through the women's affirmative action efforts, many women and minority group members who failed to be reappointed or tenured won appeals, union complaints, or grievances which included charges of affirmative action violation.

The column was continued for several months in the following academic year by my successor, a man who had assisted me on the *Clarion*. CWC continues to function actively. Most recently, it has brought a complaint against the University into federal court and is asking an estimated 40 million dollars in back pay and damages for its constituents. Two of its active members have been re-elected to the PSC executive board where they monitor union policy as well as a minority team can. CWC women have no illusions about higher education unionism. They are aware that, in the absence of feminist involvement, the PSC, like any other academic establishment, could easily neglect the rights and interests of members in the lower ranks where so many women are concentrated. Consciousness of the need for women's involvement in decisions affecting their professional lives has been established in New York. It remains for university women across the country to recognize the value of collective bargaining in establishing equal pay and equal status in higher education. Social and legal rights in all areas of women's lives must surely follow.

WOMEN IN A CORNER
Action/November - December, 1971

The de facto discrimination against CUNY women has been conceded at last by Chancellor Kibbee. In a statement to the Board of Higher Education at its October 26th meeting, the Chancellor described CUNY women as "victims of discrimination" and urged "prompt affirmative action" on the part of the university. An earlier report by the Chancellor to the University Faculty Senate made clear that implementation would be the responsibility of the colleges.

The guidelines and statistical data for the affirmative action demanded by the Chancellor will be set by the CUNY Committee for Affirmative Action, coordinated by Frank Negron and comprised of college presidents, among them CUNY's single woman president. Vice-Chancellor Newton has been asked to give the problem highest priority and "all with authority" have the Chancellor's imperative to comply with the new administrative policy.

Not Intended

Just how far the Chancellor's new policy will go to improve the status of women in the University remains to be seen. Compliance is in the hands of "all with authority." But these authorities are the same men who practiced discrimination in the past. The Chancellor believes that "such discrimination was not intended or was not a deliberate policy of the University."

To offset the unintentional discriminatory acts of the authorities, the Chancellor plans to appoint "a committee of women who have been active in the field of sex discrimination." The committee will be charged with the task of identifying "defects in personnel procedures" and suggesting methods of recruitment. It will not be charged with developing a program of re-education of all members of the University community. The Chancellor has coyly assumed that there is no prejudice to identify and overcome.

It is a mistake to believe that injustice to women can be erased by new procedures. There is nothing wrong with present procedures -- if objectively employed. What is wrong is the lack of objectivity, not the procedure, not the method. Prejudice, combined with a strong reluctance among men to give up territory so long held as their exclusive ground, is the problem.

Skeptical Reaction

The reaction among some CUNY women to the Chancellor's statement which ignored the problem of prejudice is skepticism. A correspondent writes: "Women faculty members in each college of the City University are offended at every turn by the lack of top administrative support... To make matters worse, the Central Administration is putting pressure on various units of the University to uphold an affirmative action program designed to upgrade the status of women -- a program which they themselves blatantly abuse." A copy of the October, 1971 list of the Central Staff of the Chancellor's Office was enclosed -- the most highly paid members of the system, those charged with setting policy and priorities. Not a single woman is on the list.

Several women interviewed believed that women's rights would continue to be obtained only through individual complaints and grievances. One woman compared the new policy with Macy's "6¢ less" promotional program: "Only the customer who catches Macy's gets the price reduction," she explained.

Years of Lost Salary

At a four-year CUNY unit, a woman with twenty years' service as assistant professor asked what "justice" would mean to her if she were elevated by only one rank. Men in her department with equal credentials spent an average of five years in rank

between promotions. Her "equals" have been full professors for many years. An associateship now would bring her neither "equality" nor compensation for the years of salary loss.

Another assistant professor, Ph.D., has spent eleven years as instructor and assistant at a two-year college. A male colleague, M.A. (no publications), moved to full in five years. Recently awarded the decision in a Human Rights complaint, she is still waiting for implementation of the decision. Her comment on the Chancellor's policy statement: "If the Chancellor didn't mention my name specifically, my chairman will say it doesn't apply to me."

The Chancellor's policy statement and his plan for implementation without re-education is, to some CUNY women, a Greek gift. Others expressed the hope that on the Chancellor's Committee of Women there will be many who just don't like Arpege.

WOMEN IN A CORNER
Action/April 11, 1972

ON HOUSEMOTHERS AND UNCLE TOMS

Affirmative Action Committees finally shaping up on most CUNY campuses show a strange assortment of "representative" spokesmen and spokeswomen on committee lists -- individuals with cloaked ethnic identities, women with poor feminist records, and blacks and Italians with no activist experience. Many committees, it appears, will begin work in total innocence of the laws, guidelines, and moral issues. We can expect their preliminary proposals to be modest and unacceptable unless campus pressure groups insist on knowing who committee members are, insist on consulting with them, and insist on getting progress reports which are now being denied.

Nearing the end of the first academic year of the Chancellor's affirmative action policy, women may take stock of their gains.

* Two full professorships went to women at NYCCC and one deanship, a slight improvement over past practices.

* The promotions list of BMCC was about equally divided between men and women; two junior deanships went to women.

* At SICC, two women in the same department are grieving for promotion.

* Kingsborough's new president promises to consider seriously promotions for women instructors.

* At Baruch, two women were promoted in January; two senior faculty women will retire in June; affirmative action, zero.

* The Brooklyn College Faculty Senate denied an honorary degree to Emanuel Cellars in protest against his anti-feminist statements to the press. Also at BC, Trudy Katzer who lost her position while on maternity leave has been reinstated full-time and will have tenure next year as a result of UFCT grievance en route to arbitration. Philosopher Nanette Funk, who lost a Step I grievance over technical violations, won at Step II after discrimination charges were added to her complaint.

* In the City College Physical Education Department, three women who were fired a total of eight times in the past few semesters have been reinstated. Their chairman has gone on record with this statement: "Men can teach archery to female students better than women can."

• Vice Chancellor Newton is now screening all discrimination grievances before they are heard on Step I. The procedure is being questioned as a possible contract violation. Women are advised, meanwhile, to consult women's grievance counselors before filing complaints.

WOMEN IN A CORNER
Clarion, May 5, 1972

In anticipation of the UFCT-LC merger, the women of the Professional Staff Congress agreed informally to expand the LC Women's Task Force to include UFCT members as soon as the merger became official.

Within days after the merger, women in the professorial and the lecturers' titles held their scheduled joint meeting to draft contract demands for the negotiating team of the new organization.

Headed by Anna Babey-Brooke, the women's committee welcomed into its membership Evelyn Lerner, one of two vice-presidents for Two-Year Colleges in the PSC. The committee heard Mrs. Lerner's proposals for the improvement of the terms of employment in the Lecturers' rank to which the majority of CUNY faculty women are assigned. Mrs. Lerner demanded that lecturers with the CCE be appointed to the rank of Assistant Professor before outsiders with equivalent credentials are considered for new lines in that rank.

The establishment of equivalencies for all academic degrees and ranks are among twenty demands the women will make for inclusion in the new PSC-BHE contract. Also among the demands PSC women will make is a maternity-paternity clause, guaranteeing untenured parents the right to return to work after leaves. All new parents may take a leave if they request it, the clause will read. Twelve weeks with pay are provided, and up to a year's leave with three months pay are part of the benefits outlined in the new clause. Also included is the extension of health benefits to either parent or both parents regardless of marital status.

In keeping with its policy to support affirmative action for women, the Task Force will also demand a contract clause requiring the establishment of a central office for recruitment and a rule that any department which is all male or which practices "tokenism" be required to make efforts to recruit women before additional men may be appointed to that department.

Other additions to the contract that women want include the citation of: discrimination laws in the preamble, a delineation of grievance procedures in human rights cases, a definition for "incompetence," and the elimination of P&B security.

The PSC Women's Task Force expects other women and minority groups to join its demand for contract protection to insure equitable treatment for all members of the instructional staff.

SOME GAINS: MORE GROUND TO COVER*

Arlene J. Crewdson
Mayfair College
Chicago City College System

In September of 1968, I was given a maternity leave by the Chicago City College system and I resumed work in September of 1970. I was presented at this time with a seniority list which indicated my starting date had been changed from September 1964 to September 1966. This was the second problem resulting from taking a maternity

The first difficulty had been my discovery that although I had been insured by the college, I was not covered for childbirth. When I was eight months pregnant, I was told that this always had been the policy for maternity leaves. The contract between the union and the board indicated that seniority was not lost in any other leave except when a teacher gave birth to a baby.

I soon discovered how important my two years of lost seniority were. Course assignments, teaching hours and granting of sabbatical leaves are all determined by seniority. By September of 1972, I really felt that I must do something concrete to fight this discrimination... if I was to continue to be of value as a teacher.

Therefore, I filed a grievance with The Cook County College Teacher's Union following this meeting. When they failed to act, I also filed a complaint of discrimination against my union and the Board with the Chicago FEPC on November 22, 1972. The FEPC did conduct an investigation of this matter, and following an investigation it determined that there was in fact substantial evidence to support both of these charges. After a conciliation conference before FEPC Commissioner Kemp in May, 1973, proceedings before the FEPC were terminated.

Then in July of 1973, The Cook County Teacher's Union brought up my case against the Board for arbitration. After one arbitration session, my case was continued, and it still has not been rescheduled for another hearing. Because no action had been taken, I filed this same charge of discrimination with the Chicago EEOC District Office on July 27, 1973, and with the Department of Health, Education and Welfare Office of Civil Rights and Contract and Contract Compliance on September 19, 1973. Action on my case is still pending with both agencies.

However, I feel that I have made some gains for women college teachers. Just this month, the Board of Trustees for the Chicago City Colleges agreed for the first time to extend obstetrical insurance coverage to all employees. Yet, the issue of seniority remains. The City Colleges still do not permit accumulation of seniority credit by teachers on maternity leaves although seniority is still accumulated by persons on various other kinds of leaves, including professional leave and sick leave. This remains the practice of the Chicago City Colleges in spite of the fact that Mr. J. Stanley Pottinger, Director, Office for Civil Rights, HEW, sent a "Memorandum to College and University Presidents," on October 1, 1972, which states that "Department of Labor guidelines provide that the conditions related to pregnancy leave, i.e., salary, accrual of seniority and other benefits, reinstatement rights, etc., must be in accordance with the employer's general leave policy."

---

* The following letters were originally printed in the July 1974 issue of *Concerns*, the newsletter of the Women's Caucus for the Modern Languages.

Here is the story since my last writing. A month ago, about thirty women who work for the Chicago City Colleges came together to form the Joint Women's Caucus. The purpose of this Caucus is to correct the inequalities of women who work for the CCC. At that meeting, they made one of their first priorities the correction of the discrimination that had been practiced against me. Within two weeks after the meeting and after my case had been published in reports on each campus, the Board led by the Chancellor agreed to restore my seniority and the seniority of any tenured woman faculty member who had lost seniority due to taking a maternity leave. This change was subsequently included in our two-year contract with the board.

However, the Board and the Union signed the current agreement leaving in all the other discriminatory aspects of the maternity leave clause; for example, maternity leave is the only leave following which you must pass a health examination, and failure to pass this examination constitutes grounds for terminating the faculty member's employment. (This is not even requested of anyone returning from sick leave.) In addition, if the faculty member takes a two year leave, she no longer has the right to the job she left but rather is given the first opening in her field regardless of campus. (Again this is the only leave where an additional year penalizes the faculty member in such a way.)

Thus while we have made some gains, we have yet more ground to cover. However, united we had proven our strength, and I believe that we will continue to do so.

THE THREE R'S:
Reminiscences, Reflections and Reservations About Women and Faculty Unions

Barbara Taylor Desmarais
University of Arkansas/Fayetteville

Over the past five years I have had some curious and motley experiences with faculty unions; or, more accurately, with faculty attempts to unionize. To indicate succinctly just how odd these contracts have been, I might simply mention that the two sponsoring unions with which we worked were the Teamsters and the National Education Association.

To make things more complicated, our group was working toward collective bargaining in the absence of enabling legislation. Until such legislation is passed -- which may not occur until a year or two from now -- it will still be illegal for university professors in Wisconsin to bargain collectively. This also means that no public employees in Wisconsin may legally strike. Although police and firefighters' unions have successfully pulled off strikes under the transparent guise of blue- or red-flue epedemics, and some public schoolteachers have also used strike techniques successfully, the experience of the Hortonville (Wisconsin) Education Association last spring has dampened enthusiasm considerably. In that case (which has received national publicity), all striking faculty members were fired by the Board of Education -- an action which has been upheld by the courts.

Nevertheless, the need for faculty unions and routine collective bargaining has become increasingly urgent in recent years, as more and more faculty members are coming to realize. And for faculty women, particularly, unionization may provide an additional source of help in the struggle to redress a number of long-standing and traditional grievances.

One of the problems in convincing faculty -- male or female -- to organize is that we have persisted over the years in considering ourselves "professionals" as opposed to "workers." Ignoring the powerful quasi-union structures of other professions, such as the Bar and the AMA, as well as the fact that administrators, boards of regents and trustees, and legislators have always treated us as employees rather than professionals, we have been content with working politely through such ineffectual organizations as the AAUP. In a seller's market, AAUP censure of an institution of higher education may once have been meaningful; today no one is going to refuse the one job proferred in response to 200 letters of application, simply because the institution is under AAUP censure. AAUP tenure guidelines have similarly been reduced to tokens in an academic world where the lay-off of tenured faculty as a result of "economic exigency" is increasingly commonplace.

Other faculty organizations, such as the Association of Wisconsin State University Faculties (AWSUF), renamed The Association of University of Wisconsin Faculties (TAUWF) after merger last year, have been almost equally powerless and certainly unprepared financially to take on significant lawsuits stemming from faculty grievances or to support members in case of a strike. They may lobby, and develop a valuable network of contacts within and outside of the university, but they cannot yet go much beyond "jawboning."

As a result of a breakdown of faculty-administration communications, problems within the department and general feeling of powerlessness, a number of members of the English Department at the University of Wisconsin - Whitewater decided in 1969-1970 to explore the possibility of unionizing. A few members of other departments

joined or showed interest in the group which then sought advice and support from area union locals. One of the largest such groups was Local 579 of the Teamsters Union, headquartered in Janesville, Wisconsin, a city twenty miles away from the University.

The Secretary-Treasurer of the Local perceived that the faculty members might not only add to the numbers of his particular Local but might initiate a national trend -- a new source of membership for the International Brotherhood [sic!] of Teamsters. He therefore offered us non-voting, temporary membership in Local 579 for the small sum of $10, and advice and assistance in forming our own, independent, local.

The results were a number of remarkable newsletters (foundly dubbed "Horse News"), membership cards for all those interested, and the enlightening knowledge that "real" Teamsters were totally baffled to learn that any group of workers could operate without a negotiable contract, salary scale or other union benefits. In short, our working conditions confirmed their perception that college professors are a bunch of kooks, out of touch with the real world.

We did quite a bit of informational picketing, encountered hassles over the distribution of newsletters (the university refused to let us use campus mail) and attracted relatively few new members. Even if large numbers of faculty had been ready to unionize, they were not about to ally themselves with truckdrivers and warehousemen. "Professionalism" remained the major stumbling block, and Teamsters? Well! The very thought! Perhaps some nice respectable union?

The romance with the Teamsters was, needless to say, short-lived. A new Secretary-Treasurer in the sponsoring local helped hasten the demise, along with dwindling interest, new crises in the English Department and the university, and the fact that several of the more vocal faculty Teamsters moved on to other schools, having been denied tenure.

During the period of enthusiasm, the role of the women members was particularly interesting. Women did much of the tedious and menial work while men jostled each other for the spotlight on public platforms and in the press. Women were dependable picketers, sometimes wearing their "Union" jerseys with Local 579 on the back, and, believe it or not, "Mother Trucker" across the chest. A reporter for *The New York Times* took particular delight in photographing one woman whose jersey was, in the polite vernacular, "well filled-out."

There was an article in *The Times*, another in a national newsmagazine, and a pamphlet called *The Teamsters at Whitewater* for our scrapbooks. Little if anything was ever said about the Union's role in addressing the special problems of women. Perhaps it was as yet too early for the second wave of feminism to have had an effect; perhaps too, the neglect was related to the traditional absence of women from the power structures of unions in general.

In any case, my Teamster's card is now out-dated, and in light of that Union's recent activities amongst the farmworkers, I tend to feel more relief than regret.

In the summer and fall of 1973 a more serious attempt at faculty organizing was made by the Wisconsin Education Association, in conjunction with its parent group, the NEA. This time the impetus came from outside our particular university rather than from within, and the sponsoring union was obviously one more likely to gain faculty support.

In the space of three and one half years, some remarkable changes had also occurred in terms of the Union's consciousness about women. It may be cynical to attribute these changes to the effects of federal laws and regulations rather than to goodwill and heightened awareness, but it seems likely that the applications of Executive Order 11246, Title VII of the Civil Rights Act of 1964 as amended by the Equal Employment

Opportunity Act of 1972, the Equal Pay Act of 1963 as amended by the Education Amendments of 1972, and Title IX of the Higher Education Act of 1972 to unions may have had their effect in the background.

NEA has traditionally been less militant than its long-time rival the AFT, which, unlike NEA, is affiliated with AFL-CIO. It is, however, strong in numbers and has become more vocal and more aggressive in recent years. One of its latest projects has been to organize in institutions of higher education. Wisconsin was apparently one of the major target states last year.

We had lengthy visits from members of the Washington, D.C.-based staff as well as from statewide organizers. Women, in particular, were solicited to join. The organizers could point to the President of the Wisconsin Education Association who was -- and is -- a black woman. And among their boxes of pamphlets were several dealing with Affirmative Action and sexism in the schools. The organizers seemed particularly eager to place women in highly visible positions on local organizing committees and on the State-wide Higher Education Committee. (I received a request just yesterday to serve on that committee this year; apparently the NEA has yet to discover that I've left the state.)

On several campuses, women were major forces on the organizing committees. We attended meetings, were willing to distribute recruiting materials, to keep files and to talk to people -- jobs that many of the men were, naturally, too busy to take on.

In return, we were promised NEA support in our efforts to promote affirmative action for women; we were shown the sections pertaining to women in collective bargaining agreements already in effect in other states; we were promised help from the NEA-affiliated Du Shane Fund if our cases went to court; in short, the union seemed eager to support us in every conceivable way. And their offer was attractive. Money, legal counsel, and lobbying power are all resources that women have pitifully little access to, and here was an organization that was only to eager to let us take our share.

The NEA offered to pay our way to a number of meetings where women's issues would be discussed. One which I attended, and which I found to be of major importance, was the founding conference of the Coalition of Labor Union Women (CLUW) held last spring in Chicago. It brought together women from all over the country and from unions as diverse as the Butchers and Meatpackers, the Communications Workers, the United Farmworkers, the Glassblowers, the Sheet Metal Workers, the International Ladies Garment Workers, the Autoworkers and the American Federation of State, County, and Municipal Employees, to name a few. There were also a handful of members of AFT and even fewer NEA people -- stepsisters since all the rest seemed to be affiliated with AFL-CIO.

What I learned at the conference -- and should have guessed -- was that women are still a very small minority in the total union membership across the nation; that most women workers are not organized; and that women are systematically excluded from union power structures, just as they are excluded from other sources of power in American society. But more happily, I learned that union women were eager to reach out to their unorganized sisters and to work together to gain strength and power in their unions and benefits for all women in their places of employment. The issues which were raised at the meeting paralleled those which feminists had been discussing in consciousness-raising groups, on speakers' platforms, at professional meetings and through the media during the past two or three years. And for the first time in many months I felt renewed faith that the women's movement would not remain, and indeed was not, the province of a few, already-convinced members of the educated middle-class.

There is a lot that we as women members of the MLA share with women in factories and businesses across the nation. Many of the issues that we need to work on are obvious ones: as obvious as equal pay for equal work; equal fringe benefits; access to positions of responsibility and high pay, access to training programs; day-care facilities in our places of employment; split or part-time positions with equitable pay; enlightened maternity and child-care leave policies; non-sexist career counselling; health care; access to equal employment opportunities. We need to work together to change outmoded stereotypical attitudes about the nature and "place" of women in our society. Many of these goals can be worked toward through the process of collective bargaining.

Does all of this mean, however, that faculty women should immediately "go down and join the union" as a popular labor song once put it?

Eventually, I think, yes. But with a number of groups now vying to organize university faculties, it seems to me prudent, for women especially, to pick and choose. We can assume that the unions will be glad to have us (after all, it will look good on their Affirmative Action reports), but we should also choose the group that can do the most for us. It may seem cynical to speak of "using" the unions, but they have no scruples about using us, as my experience and that of a number of other women will attest. What we need to do is to bargain with the unions, just as the unions will eventually help us to bargain with our colleges and universities. We need firm commitments about what they will do for us as women and concrete details about how they will get these tasks done. We must also ensure that we will have a loud and clear voice in determining the policies, directions, and activities of our unions, once we join. We cannot be their "tokens." If they want us, the unions will have to reciprocate by being responsible to us. In the unions, as elsewhere, we must insist on making policy, and leave the coffee-making to the men for a change.

APPENDIX: SOME FIGURES, FACTS AND FURTHER REFERENCES

APPENDIX: SOME FIGURES, FACTS AND FURTHER REFERENCES

THE TRADE UNION MOVEMENT IN AMERICAN HIGHER EDUCATION

"... As of the spring of 1973, 304 institutions were bargaining collectively in 205 units with representatives of their faculty. The most successful faculty bargaining agent, the National Education Association (NEA), represented professors and non-teaching professionals at 16 four-year colleges and universities and 92 two-year schools. The college division of the AFL-CIO educational affiliate, the American Federation of Teachers (AFT), had won rights to represent academics at 60 institutions (19 four-year and 41 two-year). The unions at two massive multi-campus institutions, the City University of New York and the State University of New York, are affiliated with both the NEA and the AFT. These two institutions include 46 separate campus units, and their unions bargain for close to 30,000 faculty, non-teaching professionals and other academic staff. And the traditional faculty professional association, the American Association of University Professors (AAUP), had plunged, too, though with more than a little reluctance, into the world of collective bargaining, serving as agent for more than 13,000 academics at 17 universities and four-year colleges, and at three community colleges. Over 90 per cent of the bargaining units are in public institutions. Of the 25 private schools now involved with collective bargaining, 12 are covered by the AAUP." (p. 38)

"... The future of faculty unionism is far from certain. Most of higher education is not yet organized. The research-oriented sector, even in public universities, has thus far resisted incorporation into a unionized system. From one perspective, the past academic year was an unexpectedly slow one for academic unions: despite the announced plans of the NEA and AFT to concentrate on four-year colleges and universities, and the formal entry of AAUP into the fray, only eleven four-year institutions voted in favor of collective bargaining. On the other hand, our studies indicate that over the last twelve months there has been an exceptional amount of quiet organizational growth, even at well-established universities, which is likely to manifest itself in formal bargaining elections in the years ahead.

"One of the most striking recent developments is a blurring of differences that have separated the three main bargaining contenders. Until 1972, the AAUP resisted the notion that it resembled a trade union, that it should engage in strikes or collective bargaining. Since its inception in 1915, it has been the great professional guild and has been occupied with institutionalizing academic "due process." At the other pole, historically, has been the AFT, founded in 1916 as an affiliate of the American Federation of Labor. From the beginning, it was avowedly a union, insisting on equating the teachers' situation with that of manual workers. For most of its history the NEA, formed in 1857, was an association of primary and secondary school teachers. Only in the 1960's did it move beyond its old base in teachers' colleges and evolve into a full-fledged teachers' union. Now, however, policy differences separating the affiliates of the three national groups are striking by their absence. Although the NEA has drawn on more conservative teachers at all levels of education, economic and political circumstances have led it to follow much the same line of action and program as the AFT. And the AAUP has also taken on all the characteristics of a union in negotiating situations. The pressures toward common behavior are apparent in contested elections, when the different groups find it necessary to assure the faculty electorate that they can do everything their rivals claim to do, except they can do it better.

"With many questions still unanswered, one fact seems clear: that faculty unionism will be a storm center in the years ahead. So long considered by professors to be totally inappropriate to their interests and status, unionization will be the focus of major activity and conflict throughout the academic world. There will be struggle between junior and senior staff. In statewide systems there will also be struggle between the major center and the lesser campuses. The mere presence of these conflicts, apart from their resolution, will have profound consequences for the future of American higher education." (p. 44)

-- from "Unionizing the Professoriate," Everett Carll Ladd, Jr., and Seymour M. Lipset, *Change*, Summer, 1973, pp. 38-44. This article, also available as a Change Report, was drawn from Ladd and Lipset's *Professors, Unions, and American Higher Education*, published by the Carnegie Commission on Higher Education and distributed by McGraw-Hill.

PUTTING FACULTY UNIONS BETWEEN COVERS

by Philip W. Semas

Professors, Unions, and Higher Education,
by Everett Carll Ladd, Jr., and Seymour Martin Lipset.
Carnegie Commission on Higher Education,
124 pages, $1.75.

Faculty Unions and Collective Bargaining,
by E. D. Duryea, Robert S. Fisk, and associates.
Jossey-Bass, 336 pages, $8.75.

Collective Bargaining Comes to Campus,
by Robert K. Carr and Daniel K. VanEyck.
American Council on Education, 314 pages,
$9.

Once professors got involved in collective bargaining, it was only natural that they would start analyzing it and writing books about it.

Still, it is hard to believe the outpouring of literature on faculty unionism since it became a hot issue in higher education. Already, a half-dozen books have been written on the subject, plus countless monographs, booklets, and papers. For professional journals to include at least one article a year on the subject has become *de rigueur*.

Organizations as widely different as the American Political Science Association and the National Association of Student Personnel Administrators have held sessions on faculty bargaining at their annual conventions. Collective bargaining is also a favorite topic for Ph.D. and Ed.D. dissertations.

A lot of the material simply isn't worth reading. Much of the rest is technical and of interest only to those actually involved in bargaining elections, negotiations, or the administration of contracts. (The best of the technical material is contained in two books put out by the Institute of Continuing Legal Education at the University of Michigan under the editorship of Terence Tice.) Even more is repetitious: students of collective bargaining seem to be especially good at restating the little that is known about the subject.

The main problem for writers in the field is that even those scholars who know the most about faculty bargaining don't know very much, as they themselves will freely admit. The rapid growth and often surprising shifts in the faculty-unionism movement breed humility among those who try to study it. It's hard enough to chronicle the growth of faculty bargaining -- who's been elected a bargaining agent where, what's in the latest contracts -- much less talk intelligently about what effect it is having on salaries, class size, teaching loads, governance, or faculty-student-administration relationships.

Best Research from Ladd, Lipset

The best research on what faculty members think about collective bargaining has been done by two indefatigable inquirers into the national faculty mind, Everett Carll Ladd, Jr., and Seymour Martin Lipset.

In their study for the Carnegie Commission, Ladd and Lipset rely heavily on the results of their mammoth 1969 survey of 60,000 professors and on a 1972 survey of about 500. Their results may surprise those who think faculty bargaining is advocated mainly by a few faculty hotheads, union organizers, and community-college teachers.

In the 1969 survey, 59 per cent of the faculty members rejected the proposition that "collective bargaining by faculty members has no place in a college or university" and 47 per cent said there were circumstances in which a faculty strike would be legitimate. In the 1972 survey, faculty members were almost evenly split on unionization, with 43 per cent in favor and 44 per cent opposed.

Breaking down their results, Ladd and Lipset tell us that the professors most likely to support collective bargaining are those from less prestigious colleges, those with fewer scholarly achievements, those in the lower ranks, and the untenured and younger faculty members.

Although Ladd and Lipset make much of this, what is surprising is how much support for collective bargaining there is among high-achieving professors from top-ranked universities. In the 1969 survey, for example, 53 per cent of the professors from top-rated colleges, 54 per cent of those from universities, and 54 per cent of those with tenure thought there was a place on campus for faculty bargaining.

Although their support is not as high as among their "lesser" colleagues, it is surprising, especially in light of the rejection of collective bargaining by the faculties of such prestigious institutions as Fordham, New York, and Michigan State Universities and the University of Massachusetts at Amherst.

The explanation is probably that it's a lot easier for professors to support collective bargaining in the abstract than it is to vote for a union on their own campuses.

Another explanation may be that supporters of faculty unions also tend to be the most liberal. Yet, as Ladd and Lipset also found, the top-rated professors tend to be the most liberal. Thus, as the authors say, the elite professors are pushed one way by their political liberalism and another by their professional status.

Surveys like Ladd and Lipset's are useful tools to have along the way, but, in the end, we won't need them. We'll know what faculty members think about collective bargaining because they will have voted on it. From votes to date we already know that collective bargaining is most popular at community colleges and former state teacher's colleges, that it is least popular at major public and private universities, that local factors can cause a Rutgers or Hawaii to buck the trend, and that so far no faculty has dropped collective bargaining after having adopted it.

What those elections don't tell us -- and what Ladd and Lipset don't tell us, either -- is what effect faculty unionism will have on colleges. As nearly every book or article on the subject is quick to say, it is too early for answers on that much more important question.

Two other recent books try to make at least a start at analyzing the issues and the possible effects of faculty collective bargaining.

E. D. Duryea and Robert S. Fisk had some of the most knowledgeable people in the field contribute to the book they edited. They have scholars, such as Joseph W. Garbarino, Donald H. Wollett, and Kenneth P. Mortimer; administrators like Donald

Walters and Neil S. Bucklew; and union officials like David L. Grahac of the National Education Association and Matthew W. Finkin of the American Association of University Professors (although, interestingly, no one from the militant American Federation of Teachers).

Because it has such people writing for it, the Fisk-Duryea book contains much realistic analysis. Mr. Garbarino, for example, points out that the main reason for the sudden growth of collective bargaining is that it only recently became legal for professors to unionize. This may disappoint those who would like a more grandiose explanation.

Of course, as Mr. Garbarino says, there are underlying causes of faculty dissatisfaction -- "the cycle of boom and quasi-bust" in enrollments and finances, the depressed job market, the shifting of power from faculties on individual campuses to statewide bureaucracies. But faculties are turning to collective bargaining, as opposed to other responses to these problems, because they have recently been given the right to unionize by a number of states (as well as by the National Labor Relations Board).

The other attempt at a comprehensive look at collective bargaining is the study by Robert K. Carr and Daniel K. VanEyck, commissioned by the American Council on Education.

Carr and VanEyck provide an abundance of facts and specifics. They seem to have read all the contracts negotiated up until the time they wrote their book, studied all the court and labor-board decisions, examined all the election results, and interviewed scores of people. They write in an understandable style, reasonably free of academese. Their book is good reporting.

They include a good summary of all the issues that colleges will face as they get more and more involved in collective bargaining -- such as deciding who belongs in the bargaining unit, strikes, the effects of grievance procedures, and so on.

Yet the book is marred by some tenuous philosophizing and questionable analyses that appear to have been influenced by the authors' background.

The President Needs a Union

Both hail from Oberlin College, which may by the most faculty-dominated institution in the country. At Oberlin it's the president, not the faculty, that needs a union. (Even so, the Oberlin faculty did petition for a bargaining election last spring, when they thought the trustees might be getting too uppity. The union was rejected, 117 to 108.)

Because of their background, Carr and VanEyck's view of faculty power exalts it above the reality of the case on most campuses.

For example, they complain that when a bargaining unit is being determined, only the would-be bargaining agents and the administration appear before the labor board. The "faculty," they say, is unrepresented. They do not say, however, who is supposed to speak for the "faculty" in the absence of a designated bargaining agent. It might be thought that faculty senates could fulfill this function, but such groups are often suspect. Indeed, the ineffectiveness of its senate is often one reason why a faculty turns to collective bargaining.

Because it was written by a number of authors, the Duryea-Fisk book has less of this kind of analysis and a wider variety of viewpoints. Even so, in their summary chapter, Duryea and Fisk make some similar points.

For example, even though an earlier chapter on contracts indicates that most unions have so far emphasized maintaining pre-existing policies and a strong faculty role in governance, Duryea and Fisk raise the often-repeated fear that collective bargaining will reduce faculty members to mere employees and leave all the real power in the hands of management.

Other Side Needs Representation

There is, of course, nothing wrong with raising such questions about the effect of collective bargaining. But the other side needs better representation in the academic literature on unionism.

It is difficult to choose between these two books. Each has individual strengths and weaknesses. The Duryea-Fisk, for example, has a good chapter on strategy for faculty negotiators but lacks a similar one for management. The Carr and VanEyck almost completely ignores the community colleges, even though that is where most of the union activity has been. (Duryea and Fisk have on chapter on community colleges.)

Either book is a good introduction to the basics of collective bargaining, and both raise an interesting question: Can college professors and administrators who were raised on "shared authority" look objectively at the possibility that it might not work everywhere, or that collective bargaining might work just as well -- or, heaven forbid, even better?

-- Philip W. Semas is an assistant editor of *The Chronicle of Higher Education* who writes frequently about collective bargaining. *The Chronicle* reports news and covers current events in the field of academic collective bargaining; this review is reprinted from the Octber 7, 1974 issue.

ACADEMIC ATTITUDES: UNIONS YES OR NO?

Alan E. Bayer's survey, *Teaching Faculty in Academe: 1972-73*, a Research Report of the American Council on Education, asked a carefully weighted national sampling of faculty to indicate their agreement or disagreement with the following statement:

"Collective bargaining by faculty members has no place in a college or university."

Bayer's data, unlike that of Ladd and Lipset, is reported by sex as well as by type of institution. Percentages below indicate those who strongly agreed or agreed with reservations.

	Men	Women	Total
All institutions	34.1	33.9	34.1
In universities	39.1	35.2	38.5
In four-year colleges	32.4	35.2	33.0
In two-year colleges	25.0	29.6	26.1

Working with data made available by the American Council on Education, the MLA Commission on the Status of Women in the Profession is preparing a study of the particular status and attitudes of faculty in English and the modern languages. Percentages below again indicate those faculty in our disciplines who agreed strongly or with reservations that collective bargaining has no place on campus.

	Men	Women	Total
All institutions			
English	25.3	27.1	25.9
Modern languages	31.1	35.8	32.7
In universities			
English	31.4	29.1	30.8
Modern languages	33.9	36.0	34.4
In four-year colleges			
English	26.6	35.5	29.6
Modern languages	30.2	36.1	32.4
In two-year colleges			
English	14.3	16.6	15.3
Modern languages	16.6	34.1	26.0

A FORMULA FOR EQUITABLE EQUITY ADJUSTMENTS -- ONE THAT WAS WON

by Elizabeth Sterenberg
Youngstown State University

During the first round of collective bargaining at Youngstown State University (1972-73) it was agreed to set aside a fund of $175,000 for adjusting salary inequities. The Ohio Education Association negotiating team devised the following plan in order to distribute it. About half of the money was used to bring the YSU average for each rank closer to the state average for that rank. The other half was used to diminish inequities among members of the YSU faculty. Normal salary scales were developed for each of the four ranks, based on degrees, years of full service at YSU, and the salary range for each rank. Salaries were compared with these scales. For those whose salaries were above the normal salary for their ranks, degrees, and years of service at YSU, no adjustment was made. For those whose salaries were below the normal salary, an adjustment was made according to the formula set forth below, which provided decreasing amounts of adjustment as the difference between actual salary and normal salary decreased. With this formula there was no leapfrogging, that is, moving of a person with a lower salary ahead of those with higher salaries in the past. The plan did not, therefore, wipe out past recognition of merit and market values, but it did substantially reduce the most glaring of the inequities within departments in the university, and it also reduced to a small extent the differences between departments.

Although no pattern of discrimination against women was discussed, the feeling that women did not fare so well as men was borne out after comparison of the salaries. It was found that 49 out of 78 women at YSU needed adjustments, while only 117 out of 285 men needed them. Furthermore, in many cases the amount by which a woman's salary fell short of the normal salary was greater than that for a comparable man. Therefore, the formula for adjustment of women's salaries was set at an amount double that for men:

MEN		WOMEN	
For a difference of:	Adjust by:	For a difference of:	Adjust by:
$100 or less	whole amount	$200 or less	whole amount
101 to 500	50% or $100, whichever is greater	201 to 1000	50% or $200, whichever is greater
501 to 1000	$250 + 40% of the excess over 500	1001 to 2000	$500 + 40% of the excess over 1000
1001 to 1500	$450 + 30% of the excess over 1000	2001 to 3000	$900 + 30% of the excess over 2000
1501 to 2000	$600 + 20% of the excess over 1500	3001 to 4000	$1200 + 20% of the excess over 3000
2001 and over	$700 + 10% of the excess over 2000	4001 and over	$1400 + 10% of the excess over 4000

The result of using these two different adjustment formulas was that the average of adjustments for women in each rank was considerably higher than that for men in the same rank. Furthermore, the percentage increases for women were generally higher than those for men. The percentage increases for all faculty members (including both across-the-board raises for everyone plus the inequity adjustments) were about equally divided between raises from 7% to 10% and raises above 10%; however, 45 out of the 49 women receiving inequity adjustments had raises above 10%, and the highest percentage of all went to a woman.

C. L. U. W.

by Pamella Farley

Over 3,300 women from 58 different unions met March 22-24 in Chicago and voted to establish a national organization, the Coalition for Labor Union Women (CLUW), to work for women's rights in the labor movement. This historic move is the result of increasing demands by women throughout the country for action against discrimination in the paid work force, for equal benefits and better working conditions and for changes in the institutions of work to take into account the realities of most women's lives: work at home, and work outside the home. Issues like child care are no longer to be seen as the private needs of individuals, but as social concerns. CLUW intends to get such issues on the bargaining table, to increase the level of participation by women in the union structures, and to bring unorganized women into the union movement -- 30 million out of 34 million women are unorganized.

Officers chosen by the National Coordinating Committee of CLUW (NCC) at Chicago to head the organization are Olga Madar, a vice-president of UAW, President; Vice-president, Addie Wyatt, women's affairs director of the Meat Cutters; Linda Tarr-Whelan, deputy director of program development for AFS-CME, Secretary; Treasurer, Gloria Johnson, education and women's activities director of the Electrical, Radio and Machine Workers Union. Regional Vice-presidents are Joyce Miller, social services director of Amalgamated Clothing Workers from New York; from Chicago, Clara Day, community services director for a Teamsters local; from Atlanta, Dana Dunham, from local 3263 of the Communications Workers; from Los Angles, Elinor Glenn, Service Employees union Executive Board member.

The conference broke into 34 workshops on Saturday morning to discuss the proposed Statement of Purpose and the proposed Structure and Guidelines for the new organization. Amendments were voted on in workshops, consolidated by the workshop leaders and brought to the floor of the plenaries Saturday afternoon for a vote. The same procedure was followed on Sunday for consideration of resolutions.

The main issues were: first, Membership -- the opening of CLUW to women not covered by the National Labor Relations Act, such as domestic, health and office workers, and women newly organized to bargain collectively, such as welfare mothers; second -- Structure -- ensuring democratic procedures within CLUW; and third, the Farmworkers Union -- giving concrete support to the Chicano people's struggle.

Another issue taking less time, but which was hotly debated, was an amendment calling for stronger participation of women in their unions "through full and complete democratic procedures." Some women interpreted the amendment as an accusation of undemocratic practices in existing (male-dominated) unions and as a slur against men. After a standing vote it was clear the motion had passed.

Membership

The women present at the conference expressed strong solidarity with all working women, "especially minority women who have traditionally been singled out for blatant oppression." The Statement of Purpose was also amended to include women of other nations. "We recognize that our struggle goes beyond the border of this nation, and week to link up with our working sisters and brothers throughout the world through concrete action of international workers' solidarity."

There was overwhelming support for women not present. But the credentials committee, meeting before the conference convened, had refused to admit a delegation of

welfare mothers from the National Welfare Rights Organization and a delegation from Harlan County of miners' wives who have maintained the strike there in support of the miners who have been enjoined by the courts from picketing. Whether or not to admit to CLUW women not yet in official unions was settled by a vote on the floor to include the words "and emerging unions" in the Statement of Purpose, but no final vote was taken.

Thus, questions concerning membership in both the national organization and its local chapters were not decided by the convention. Instead, the NCC will meet and decide those matters. Many women resented this, but consoled themselves with the thought that the structure is temporary; next year's meeting will be the Constitutional Convention.

Structure

Under the proposed Structure and Guidelines the NCC is constituted of elected representatives from the unions and the local chapter. Local chapters may be formed by 15 women from 5 internation l unions with the recommendation of elected State Conveners. The present NCC, which met in Chicago to elect officers and a steering committee, does not have any representatives from local chapters as none have been established yet; thus Local elections, and perhaps the unfinished business of the convention, are being shaped by those women who get the votes within their unions. There were some surprise upsets in the union elections held in Chicago, however, resulting in a combination of elected officials, appointed staff, and some rank and file union members on the NCC. From the AFT four women were elected: Patricia Halpern from Local 2 won in the East when Estelle Katz and Ruth Aptheker split the opposition vote (37, 32, 33); in the Mid-west Catherine David Flory (Cook County), in the South Jane Walden from Local 6 (DC), and in the West Marjory Stern from Local 200 (Seattle), won by substantial margins.

Farmworkers

Since the Teamsters signed a sweetheart contract with the growers, the Farmworkers have been fighting for recognition of their union. The AFL-CIO and most unions in the country have supported the farmworkers strike and boycott of grapes, lettuce and Gallo wine. But the Teamsters leadership, it was rumored, had threatened to pull out of CLUW if the conference passed a resolution supporting the Farmworkers. It was clear that the women attending wanted to support the Farmworkers.

Point 14 of the proposed structure, which stated that CLUW would take no stands in disputes considered by one of the unions involved to be jurisdictional, was voted to the head of the agenda and struck from the document. This was a major victory and showed the strength of support for the Farmworkers, which included even the Teamster women at the convention. They formed a rank and file group called Teamster Women in Support of Farmworkers, and joined with the broad coalition of women working to bring a resolution to the floor despite opposition from the platform.

On Sunday before the plenary was officially opened, Farmworker women spoke to the convention. "When you see food on your table, think who put it there," said a woman in her second language, English. "Remember the women and children who work in the fields for your food. We thank you for your support, sisters." She said that the growers were trying to split the workers, and expressed solidarity with her sisters in the Teamsters. She asked for our support of the boycott, "To you depend the success of our struggle; to you depend our lives!" Following her simple speech, the convention have her a prolonged standing ovation; everywhere were applause, cheers, laughter and tears, women hugging each other and shouting their agreement.

But when a motion was made to pass the Farmworkers' resolution in the spirit of that solidarity, it became obvious that the leadership was not going to allow a resolution to come to a vote. The convention adjourned leaving all resolutions for action by the NCC.

Ms. Wyatt called on us to sing "Solidarity Forever" with joined hands, but the meeting ended on a mixed note. Most women felt inspired by the Farmworkers' example and by the show of strength and solidarity on the convention floor, but they were outraged by the heavy-handed tactics of the leadership in suppressing what was obviously the overwhelming agreement of the women present. They noted that it felt good to be together and find so many sisters working in such unity, but it felt terrible to know that it would never go on the record. It was obvious that CLUW would continue to reflect the struggles between leadership and rank and file which have marked its growth so far.

Next Step

The next step for CLUW members is the formation of local chapters, election of officers, and, after approval of the state conveñors, application to the NCC for CLUW affiliation ...

-- Pamella Farley is an assistant professor at Brooklyn College/CUNY, active in union and feminist work. This article appeared in the May 31, 1974 issue of *Clarion*, official newspaper of the Professional Staff Congress/ City University of New York.

ADDRESSES

The three national affiliates provide information, resources and technical assistance to local groups and invididuals attempting to organize for collective bargaining or established as members of a recognized bargaining agent. All three can provide general and specialized materials dealing with issues of concern to academic women, prepared by staff and membership committees.

For further information contact:

Marilyn Rauth
Assistant Director of Educational Research Department
American Federation of Teachers, AFL-CIO
1012 14th Street, NW
Washington, D.C. 20005

Shirley McCune
Manager, Teacher Rights
National Education Association
1201 16th Street, NW
Washington, D.C. 20036

Carolyn Polowy
Associate Secretary and Associate Counsel
American Association of University Professors
1 Dupont Circle, Suite 500
Washington, D.C. 20036

Information about the Coalition of Labor Union Women can be obtained from

CLUW
d00 East Jefferson
Detroit, MI 48214